

**PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS**  
**JULY 18, 2018**

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, July 18, 2018 at 7:00 p.m.**, in the Legislative Room 203, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order at 7:05 p.m.

Invocation.

Pledge of Allegiance.

Opening Roll Call: Sieber, De Wane, Nicholson, Hoyer, Gruszynski, Lefebvre, Erickson, Borchardt, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Deslauriers, Tran, Moynihan, Suennen, Schadewald, Lund, Becker

Total Present: 26

**No. 1 -- ADOPTION OF AGENDA.**

A motion was made by Supervisor Gruszynski and seconded by Supervisor Hoyer “**to amend the agenda by taking item #10i after item #2.**” Voice vote taken. Motion carried unanimously.

**No. 2 -- COMMENTS FROM THE PUBLIC:**

- a) State name and address for the record.
- b) Comments will be limited to five minutes.
- c) The Board’s role is to listen to public comments, and not ask questions, discuss nor take action regarding public comments.

Fifty-six people spoke in regard to the RESOLUTION FOR ADVISORY REFERENDA REGARDING MEDICAL AND RECREATIONAL MARIJUANA.

\*The list of commentators is on file in the County Clerk’s Office\*

(Item #10i was taken at this time)

**Special Executive Committee**

**No. 10i -- RESOLUTION FOR ADVISORY ~~REFERENDA~~ ~~REFERENDUM~~ REGARDING MEDICAL ~~AND RECREATIONAL~~ MARIJUANA.**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**WHEREAS**, Wisconsin State Statutes Section 59.52(25) provides for a County Board to conduct county-wide referenda for advisory purposes, and reads in its entirety as follows: *“Advisory and contingent referenda. The board may conduct a countywide referendum for advisory purposes or for the purpose of ratifying or validating a resolution adopted or ordinance enacted by the board contingent upon approval in the referendum;”* and

~~**WHEREAS**, a 2018 study in the Journal of the American Medical Association (JAMA) concluded that states that have permissive medical and adult recreational marijuana laws show decreased rates of opioid prescribing (decreases of 5.9% and 6.4%, respectively) when compared to states without said laws, and a review paper in the peer-reviewed journal Nursing Outlook shows that states with medical marijuana laws have experienced decreases in prescription opioid medication use, abuse, overdose and costs; and~~

~~**WHEREAS**, in states where medical marijuana is legal, marijuana prescriptions have been written to help with pain control, including pain caused by cancer, headaches and rheumatic arthritis, as well as to help patients experiencing nausea and vomiting, anxiety, sleep disorders, multiple sclerosis spasticity and loss of appetite. Marijuana prescriptions have also been written to help patients suffering from cancer, chronic diseases such as HIV/AIDS, Parkinson’s disease, epilepsy/seizure disorders, glaucoma and autoimmune diseases; and~~

~~**WHEREAS**, criminalizing marijuana use has failed to curb its use, and more than 100 million Americans say they have used marijuana; and~~

~~**WHEREAS**, 59 percent of Wisconsinites in a 2016 poll said that marijuana should be “fully legalized and regulated like alcohol,” and recent polls show a majority of Americans favor legalization of the adult recreational use of marijuana; and~~

~~**WHEREAS**, the Wisconsin State Legislature has failed to act on legislation to legalize and regulate marijuana, and has not allowed hearings on such legislation; and~~

~~**WHEREAS**, an estimate by the Congressional Research Service suggests that replacing marijuana prohibition with a system of taxation and regulation could yield \$6.8 billion in federal excise taxes alone; and~~

~~**WHEREAS**, Alaska, California, Colorado, Maine, Massachusetts, Nevada, Oregon, and Washington have legalized the adult personal use of marijuana and regulate the production, distribution, and sale of marijuana, and Vermont and the District of Columbia have legalized the limited personal possession and cultivation of marijuana by adults; and~~

~~**WHEREAS**, legalizing and taxing marijuana could significantly increase state and local revenue; and~~

~~**WHEREAS**, the time law enforcement spends enforcing existing marijuana laws and ordinances negatively impacts the time available to solve more serious crimes and apprehend more dangerous criminals; and~~

~~**WHEREAS**, marijuana prohibition makes product quality control and sales regulation impossible, leaving marijuana sellers free to target children as potential customers and to peddle potentially adulterated products.~~

**NOW THEREFORE, BE IT RESOLVED** that the Brown County Board of Supervisors hereby authorizes and directs that a County-wide advisory Referendum be conducted to be held with the November 2018 general election, that Brown County staff and officials take any and all actions necessary to achieve this, and that the ~~two~~ advisory Referendum Referenda questions to be presented shall be as follows:

- ~~1. "Should cannabis be legalized in Wisconsin for recreational purposes, and regulated and taxed in the same manner as alcohol is for adults 21 years of age or older, with tax revenues going back to counties for tax relief and to assist with unfunded state mandates?" and~~
21. "Should cannabis be legalized in Wisconsin for medicinal purposes, and regulated in the same manner as other prescription drugs?"

**BE IT FURTHER RESOLVED**, that Corporation Counsel shall prepare a Notice of Referendum to be published by the Brown County Clerk in accordance with statutory requirements, that this Resolution and the Notice of Referendum shall be filed with the Brown County Clerk no later than 70 days prior to the election at which the question will appear on the ballot, and that any other necessary actions be taken by County officials and staff to hold ~~these~~ this Referendum as stated above.

*\*As amended by the Brown County Board of Supervisors on 7/19/2018.*

Respectfully submitted,  
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 07/23/2018

Authorized by: Executive Committee  
Approved by: Corporation Counsel's Office

*Fiscal Note: This resolution does not require an appropriation from the General Fund. The associated expense of approximately \$2,000 will be covered in the County Clerk's 2018 budget.*

A motion was made by Supervisor Hoyer and seconded by Supervisor De Wane **"to approve."**

Following, a motion for separation was made by Supervisor Evans and seconded by Supervisor Lefebvre **"to take question #1 and question #2 separately."** Voice vote taken. Motion carried unanimously with no abstentions.

Following, a motion was made by Supervisor Buckley and seconded by Supervisor Erickson **"to amend the fourth Whereas by adding the following:**

**Whereas: Youth and school impacts since Colorado, Washington, Oregon, Alaska, and District of Columbia legalized marijuana past-month use of the drug has continued to rise above the National Average among youth aged 12-17 in all five jurisdictions."**

- **Alaska and Oregon are leading the nation in the past-year marijuana use among youth aged 12-17.**

- Colorado currently holds the top ranking for first-time marijuana use among youth representing 65% increase in the years since legalization.
- Youth adult use (youth aged 18-25) in legalized states is increasing.
- Colorado Toxicology Reports show the percentage of adolescent suicide victims testing positive for marijuana has increased.
- In Anchorage, school suspensions for marijuana use and possession increased more than 141% from 2015.
- A study in Colorado found that about 50% of youth in outpatient substance abuse treatment reported using diverted marijuana.

Whereas: Alcohol consumption not decreasing researchers from Oregon State University found that college students under the age of 21 who are binge drinkers have been one of the primary groups of marijuana users after legalization.

- The gallons of alcohol consumed in Colorado since marijuana legalization has increased by 8%.

Whereas: Drugged driving and motor vehicle fatalities have increased in states that have legalized recreational marijuana. According to a 2014 report by the Fatality Analysis Reporting System about 50% of fatal crashes nationally involved drivers whose blood tests were positive for THC.

Whereas: The crime rate in Colorado has increased 11 times faster than the rest of the nation since legalization.”

Following the motion to amend, a motion by substitution was made by Supervisor Linssen and seconded by Supervisor Van Dyck **“to strike the language from the second Whereas to the Now Therefore Be It Resolved.”** Voice vote taken. Motion carried with Vice Chair Lund abstaining.

Following the approved motion by substitution, a motion was made by Supervisor Linssen **“to amend question #1 to read ‘Should Wisconsin legalize and regulate cannabis for recreational use by adults over the age of 21’.”** Motion failed due to a lack of a second.

Following the failed motion, a motion was made by Supervisor Linssen **“to amend question #2 to read ‘Should Wisconsin legalize and regulate cannabis for medical use as prescribed by licensed medical professionals’.”** Motion failed due to a lack of a second.

Following the failed motion, a motion was made by Supervisor Linssen and seconded by Vice Chair Lund **“to amend the Resolution by striking November 2018 and replacing with April 2019.”** Voice vote taken. Motion failed with the nays having it in the opinion of the Chair and Vice Chair.”

Following the failed motion, a roll call vote was taken on the motion to approve question #1 as presented.

Roll Call:

Aye: Sieber, De Wane, Hoyer, Gruszynski, Lefebvre, Borchardt, Ballard, Linssen, Kneiszel, Tran, Becker.

Nay: Nicholson, Erickson, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Kaster, Van Dyck, Deslauriers, Moynihan, Suennen, Schadewald, Lund.

Total Ayes: 11      Total Nays: 15

Motion failed.

Following the failed motion, a roll call vote was taken on the motion to approve question #2 as presented.

Roll Call:

Aye: Sieber, De Wane, Hoyer, Gruszynski, Lefebvre, Borchardt, Evans, Vander Leest, Ballard, Linssen, Kneiszel, Tran, Suennen, Schadewald, Lund, Becker.

Nay: Nicholson, Erickson, Buckley, Landwehr, Dantine, Brusky, Kaster, Van Dyck, Deslauriers, Moynihan.

Total Ayes: 16      Total Nays: 10

Motion carried.

**ATTACHMENT TO RESOLUTION #10I**

**ON THE FOLLOWING PAGE**

CORPORATION COUNSEL

*Brown County*

305 EAST WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WISCONSIN 54305-3600



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RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 07-13-2018  
REQUEST TO: County Board  
MEETING DATE: 07-18-2018  
REQUEST FROM: Dave Hemery, Corp Counsel, per changes made at Exec Comm  
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

Title: RESOLUTION FOR ADVISORY REFERENDA  
REGARDING MEDICAL AND RECREATIONAL MARIJUANA

ISSUE/BACKGROUND INFORMATION:

Resolution to put two referenda questions (re legalizing cannabis for recreational and/or medical purposes) on the ballot for the November 2018 election

ACTION REQUESTED:

Review and consider

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
  - a. If yes, what is the amount of the impact? Approximately \$2,000
  - b. If part of a bigger project, what is the total amount of the project? \$ \_\_\_\_\_
  - c. Is it currently budgeted? ☒ Yes ☐ No
    1. If yes, in which account? Fiscal Note: This resolution does not require an appropriation from the General Fund. The associated expense of approximately \$2,000 will be covered in the County Clerk's 2018 budget.
  2. If no, how will the impact be funded?

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

10i

**No. 3 -- ADOPTION OF MINUTES OF JUNE 20, 2018.**

A motion was made by Supervisor Ballard and seconded by Supervisor Linssen “to adopt minutes.” Voice vote taken. Motion carried unanimously.

**No. 4 -- ANNOUNCEMENTS BY SUPERVISORS. NONE.**

**No. 5 -- PRESENTATION OF COMMUNICATIONS FOR CONSIDERATION**

**LATE COMMUNICATIONS:**

**No. 5a -- FROM SUPERVISOR BALLARD: FOR PUBLIC SAFETY TO DIRECT STAFF TO EXPLORE THE FINANCIAL FEASIBILITY AND OUTCOMES OF HAVING A SHERIFF SUPERVISED WORK CREW OF JAIL INMATES TO FILL THE GAPS FOR THE SHORTAGE OF SEASONAL EMPLOYEES TO POSSIBLY BEING IN THE 2019 BUDGET YEAR.**

Referred to Public Safety Committee.

**No. 5b -- FROM SUPERVISOR LEFEBVRE: SO TO REPRESENT OUR COMMUNITY, I'M ASKING THAT THE COUNTY BOARD REPLACE THE INVOCATION PRESENTED BY THE BOARD VICE CHAIR WITH ONE-MONTH A PRIEST WILL PRESENT THE INVOCATION, THEN THE NEXT MONTH A MINISTER, FOLLOWING MONTH A RABBI AND FINALLY AN IMAN. ALL THESE FAITHS ARE PRESENT IN AND PART OF OUR COMMUNITY.**

Referred to Executive Committee.

**No. 5c -- FROM SUPERVISOR LANDWEHR: TO AMEND CHAPTER 2 OF BROWN COUNTY'S ORDINANCES TO MOVE ALL COMMUNICATIONS AFTER RESOLUTIONS AND ORDINANCES. THIS MOVE WOULD RESPECT OUR DEPARTMENT HEAD'S TIME BY ALLOWING THEM TO BE EXCUSED AFTER ISSUES RELATED TO THEIR ROLES ARE COMPLETED.**

Referred to Executive Committee.

**No. 5d -- FROM SUPERVISOR VAN DYCK: REALLOCATE UP TO \$500,000 OF SALES TAX REVENUE TO PURCHASE THE SOFTWARE AND AUDIO AND VIDEO EQUIPMENT NECESSARY TO RECORD, DOCUMENT AND ARCHIVE COUNTY BOARD MEETINGS.**

Referred to Administration Committee.

**No. 5e -- FROM SUPERVISOR SCHADEWALD: I MAKE THE FOLLOWING REQUEST THAT THIS COMMITTEE REVIEW AVAILABLE JAIL PLANNING STUDIES, INCLUDING THE PONI, A JAIL AND JUSTICE SYSTEM ASSESSMENT, AND ANY OTHER LOCAL STUDIES FOR BETTER PLANNING IN BOTH THE SHORT TERM AND LONG-TERM.**

Referred to Public Safety Committee.

No. 5f -- FROM SUPERVISOR SCHADEWALD: I MAKE THE FOLLOWING REQUEST THAT THE TERMS (LOW, MEDIUM, AND HIGH RISK) INMATES BE DEFINED SO WE CAN DISCUSS THE DIVERSION PROGRAMS OPTIONS USING AGREED UPON TERMS.

Referred to Public Safety Committee.

No. 5g -- FROM SUPERVISOR ERICKSON: REQUEST CORP COUNSEL TO CREATE A RESOLUTION ASKING THE STATE TO ADD TO THEIR AGENDA A FOCUS ON LEGALIZING THE USE OF PILLS AND OILS DERIVED FROM THE MARIJUANA PLANT. ALL USE MUST BE PRESCRIBED BY A DOCTOR AND DISPENSED THROUGH A REPUTABLE SOURCE SUCH AS A PHARMACY. THE MEDICAL FIELD FEELS THERE IS A DEFINITE PLACE FOR THIS PRODUCT, BUT IT HAS TO BE USED IN THE CORRECT MANNER AND NOT JUST PURCHASED AND USED IN SELF-TREATMENT. AS THE STATES SURROUNDING WISCONSIN ALREADY HAVE THIS IN EFFECT IT'S TIME WISCONSIN LOOKS INTO THE CONTROLLED USE.

Referred to Corporation Counsel.

No. 6 -- APPOINTMENTS BY COUNTY BOARD CHAIR AND COUNTY EXECUTIVE.

No. 6a -- Appointment of Jerry Wieland to the Children with Disabilities Education Board.

A motion was made by Vice Chair Lund and seconded by Supervisor Suennen "to approve the above appointment." Motion carried unanimously with no abstentions.

No. 7a -- REPORT BY BOARD CHAIRMAN. NONE.

No. 7b -- REPORT BY COUNTY EXECUTIVE.

County Executive Streckenbach thanked Board members for voting for the final documents regarding the Stem Innovation Center. He reminded the Board that the Resolution for the Stem Center will be taking place in tonight's meeting and he hopes that it will pass, as he believes it is necessary to keep the economy strong in the future. Upon approval, the Resolution will go to the State for approval in August with ground breaking occurring later this year.

No. 8 -- OTHER REPORTS. NONE.

No. 9 -- Standing Committee Reports

No. 9a -- REPORT OF ADMINISTRATION COMMITTEE OF JUNE 26, 2018.

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **ADMINISTRATION COMMITTEE** met in regular session on June 26, 2018 and recommends the following:



1. Review minutes of: None.
2. Communication from Supervisor Moynihan re: As mentioned in 2016, I renew my belief that all Brown County Board Supervisors should utilize the county e-mail system as created by TS. Doing so provides far easier compliance should the supervisor be provided an open records request and must turn over their personal computer and/or files. Therefore, with Administration concurrence and ultimately the full County Board, I request that Corporation Counsel draft an administrative rule/ordinance – “All Brown County business conducted by supervisors shall be done so utilizing county, not personal e-mail, no exceptions.” To direct staff to continue working on an ordinance related to County Board business on emails.
3. Communication from Supervisor Kneiszel: Request the Brown County Department of Technology Services give a presentation on the costs and practical use of IQM2 total media management on similar video meeting archive software. To hold for 30 days.
4. Communication from Supervisor Gruszynski: That the Brown County Board make a recommendation to the County Treasurer to include the amount of tax payer money being spent on private vouchers to increase transparency on education spending in the county.  
To hold for one month.
5. Communication from Supervisor Becker: For Corporation Counsel to review Brown County Ordinance 2.04(3)(D) for constitutionally proper options for invocation if current section is modified, replaced, or removed. To hold for 30 days.
6. Resolution to Ratify the Brown County Sheriff's Department Supervisory Employees Labor Association 2017-2019 Labor Agreement. To approve. See *Resolutions & Ordinances*
7. Human Resources - Budget Status Financial Report for May 2018 - Unaudited. Receive and place on file.
8. Human Resources Report. To suspend the rules to take Items 8a-d together.
  - a. Turnover Report for May 2018.
  - b. Dept. Vacancies Report as of June 19, 2018.
  - c. Health & Dental Reports from M3 (May 2018).
  - d. Turnover report with BLS Statistics. Receive and place on file Items 8 a-d.
9. Child Support - Budget Status Financial Report for May 2018 – Unaudited. Receive and place on file.
10. Child Support - Departmental Openings Summary. Receive and place on file.
11. Child Support - Director Summary. Receive and place on file.
12. Technology Services - Budget Status Financial Report for May 2018 - Unaudited. Receive and place on file.
13. Technology Services - Budget Adjustment Request (18-75): Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts). To approve.
14. Technology Services - Video/Closed Captioning options. To forward the options to the Executive Committee for further consideration.
15. Technology Services - Resolution Directing County Board Staff to Retain Audio Recordings of Meetings for Seven Years. To approve. See *Resolutions & Ordinances*
16. Technology Services - Resolution re: Change in Table of Organization for the Technology Services Department Enterprise Web and Social Media Specialist. To approve the resolution, to add a fiscal note before it goes to Executive Committee and take the \$43,000 for the share out of the general fund. See *Resolutions & Ordinances*
17. Technology Services Monthly Report. Receive and place on file.

18. Corporation Counsel - Budget Status Financial Report for May 2018 - Unaudited. Receive and place on file.
19. Corporation Counsel - Oral Corporation Counsel Report. *No report, no action.*
20. Dept. of Admin - Budget Status Financial Report for May 2018 – Unaudited. Receive and place on file.
21. Dept. of Admin - Budget Adjustment Log. Receive and place on file.
22. Dept. of Admin - Director's Report. Receive and place on file.
23. Treasurer - Budget Status Financial Report for May 2018 - Unaudited. Receive and place on file.
24. Treasurer - Discussion and Possible Action re: request from previous owner, Roy F. Bartels, to grant "Preference to Former Owner" per Brown County Code Section 3.06(5)(c) regarding the sale of Parcel Number 6H-1223-2, taken through the In Rem process, with physical address of 2535 West Point Road, Green Bay, WI 54304. Receive and place on file.
25. CLOSED SESSION:
  - a. Open Session: Motion and Recorded Vote pursuant to Wis. Stats. Sec. 19.85(1), regarding going into closed session pursuant to Wis. Stats. Sec. 19.8S(l)(e), i.e. deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, in particular, deliberating options regarding the sale of tax deed parcels, in particular regarding the potential sale of Brown County owned Parcels:  
 7-240 at 1001-1005 Day St. in the City of Green Bay  
 1-925 at 1305 S. Chestnut Ave. in the City of Green Bay  
 1-1346 at 1605 Eleventh Ave. in the City of Green Bay  
 SU-246-1 at 3695 N Lakeview Dr. in the Village of Suamico  
 HB-2830 at 1451 Navigator Way in the Village of Hobart Enter into closed session.
  - b. Convene into Closed Session: Pursuant to Wis. Stats. Sec. 19.8S(l)(g), the Brown County Board of Supervisors Administrative Committee shall convene into closed session for purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, as competitive or bargaining reasons require a closed session here for deliberating options regarding the sale of tax deed parcels, in particular regarding the potential sale of Brown County owned Parcel 7-240 at 1001-1005 Day St. in the City of Green Bay. Return to regular order of business.
  - c. Reconvene into Open Session: The Brown County Board of Supervisors Administrative Committee shall reconvene into open session for possible voting and/or other action regarding the sale of tax deed parcels, in particular regarding the potential sale of Brown County owned Parcel.  
 7-240 at 1001-1005 Day St. in the City of Green Bay. Receive and place on file.
26. Audit of bills. To acknowledge the receipt of the bills.

A motion was made by Supervisor Nicholson and seconded by Supervisor Kneiszel **“to adopt.”** Motion carried unanimously with no abstentions.

**No. 9ai -- REPORT OF SPECIAL ADMINISTRATION COMMITTEE OF JULY 18, 2018**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **ADMINISTRATION COMMITTEE** met in special session on July 18, 2018 and recommends the following:

1. Discussion and possible action on the sale of the following tax deed parcels (Auction results of July 10, 2018 attached and to be passed out to Supervisors at meeting):  
Parcel L-588 on Wisconsin Street in the Town of Lawrence – High bid \$ 5,000.

Parcel SU-246-1 at 3695 N. Lakeview Dr. in the Village of Suamico – High bid \$ 39,000.  
Motion made by Supervisor Becker, seconded by Supervisor Schadewald. “to approve sale on both parcels.” Voice vote taken. Motion carried unanimously.

A motion was made by Supervisor Schadewald and seconded by Supervisor Kneiszel “**to adopt.**” Motion carried unanimously with no abstentions.

**No. 9b -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF JUNE 28, 2018**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **Education and Recreation Committee** met in regular session on June 28, 2018 and recommends the following:

1. Review Minutes of:
  - a. Neville Public Museum Governing Board (June 11, 2018). Receive and place on file.
2. Communication from Supervisor Lefebvre: To consider a pay raise for Seasonal Trail Rangers. To refer to staff to consider pay raises for seasonal employees for all departments in the 2019 budget.
3. Communication from Supervisor Erickson re: To keep the Veterans Memorial Monument located between the arena and Shopko Hall in the new building to be constructed on just outside the new building. The monument honoring veterans has stood for almost the life of the arena. Hold for one month.
4. NEW Zoo - Budget Status Financial Report for May 2018 – Unaudited. Receive and place on file.
5. NEW Zoo - Director's Report and Zoo Monthly Activity Reports. Receive and place on file.
6. Golf Course - Budget Status Financial Report for May 2018–Unaudited. Receive and place on file.
7. Golf Course - Superintendent's Report. Receive and place on file.
8. Museum - Budget Status Financial Report for May 2018 – Unaudited. Receive and place on file.
9. Museum - Director's Report. Receive and place on file.
10. Library - Update regarding Executive Director Search. *No action taken.*
11. Library - Update regarding Each Branch Location. *No action taken.*
12. Library Report/Director's Report. Receive and place on file.

13. Parks Dept. - Budget Status Financial Report for May 2018 – Unaudited. Receive and place on file.
14. Parks Dept. - Budget Adjustment Request (18-79): Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation. To approve.
15. Parks Dept. - May 2018 Field Staff Reports. Receive and place on file.
16. Parks Dept. - Discussion re: Fairgrounds Strategic and Master Plan – Standing Item. *No action taken.*
17. Parks Dept. - Update regarding Maintenance Projects at the Fairgrounds. *No action taken.*
18. Parks Dept. - Resolution to Approve and Accept the Donation of a .772 acre parcel of land within the Village of Howard Adjacent to the Barkhausen Waterfowl Preserve. To approve. *See Resolutions & Ordinances*
19. Parks Dept. - Assistant Director's Report. Receive and place on file.
20. Audit of bills. To pay the bills.

A motion was made by Supervisor Suennen and seconded by Supervisor Borchardt **“to adopt.”** Voice vote taken. Motion carried unanimously with no abstentions.

**No. 9c -- REPORT OF EXECUTIVE COMMITTEE OF JULY 9, 2018.**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **EXECUTIVE COMMITTEE** met in regular session on July 9, 2018 and recommends the following:

1. Review Minutes of: None.
2. Legal Bills - Review and Possible Action on Legal Bills to be paid. To pay.
3. Communication from Supervisors Tran and Hoyer re: We make the following request for Corporation Counsel to draft a county-wide Advisory Referendum regarding the legislation of the production distribution and sale of marijuana, and allowing tax revenues to mitigate the County costs of state unfunded mandates. It is our intention to have the County Board place this referenda (to be voted upon by the citizens of Brown County) on the November 6<sup>th</sup> General Election. To add second referendum question related to legalizing medical cannabis to the original motion to revise resolution appropriately with correct legalese for referendum. Carried 3 to 2. See Resolutions & Ordinances
4. ~~Communication from Supervisor Lefebvre re: I am asking that the invocation be completely removed from our County meetings. Receive and place on file.~~
5. Resolution to Ratify the Brown County Sheriff's Department Supervisory Employees Labor Association 2017-2019 Labor Agreement. To approve. *See Resolutions & Ordinances*
6. Resolution re: Change in Table of Organization for the Technology Services Department Enterprise Web and Social Media Specialist. Receive and place on file. *See Resolutions & Ordinances*
7. Resolution for all Regularly Scheduled Standing Committees to Meet on or Between Mondays and Thursdays, and to Begin their Meetings on or Between 5:00 PM and 7:30 PM, starting with the Next Term of the County Board. To approve. Carried 5 to 2. *See Resolutions & Ordinances*

8. Resolution Directing County Board Staff to Retain Audio Recordings of Meetings for Seven Years. To approve. See Resolutions & Ordinances
9. An Ordinance to Amend Section 2.13 (Meetings, Agendas) by Creating Subsection 2.13(7) (RE Mileage Reimbursement) in Chapter 2 of the Brown County Code of Ordinances. To approve. Carried 4 to 3. See Resolutions & Ordinances
10. An Ordinance to Amend Chapter 2 (County Board of Supervisors) of the Brown County Code of Ordinances by Creating Section 2.17 (RE County Email Use). To approve. See Resolutions & Ordinances
- \*10a. Resolution to Approve and Accept the Donation of a .772 Acre Parcel of Land within the Village of Howard Adjacent to the Barkhausen Waterfowl Preserve. To approve. See Resolutions & Ordinances
11. Internal Auditor - Board of Supervisors Budget Status Reports (Unaudited) – May 2018. Receive and place on file.
12. Internal Auditor - Status Update: June 1 – June 30, 2018. Receive and place on file.
  - a) Discussion: Veterans' Emergency Assistance – Gift Cards Report. Receive and place on file.
13. Human Resources Director's Report. Receive and place on file.
14. Corporation Counsels Budget Status Financial Report. Receive and place on file.
15. Corporation Counsel - Redistricting Information. To draft a resolution to create a citizen commission to lead the redistricting effort in 2020.
16. Corporation Counsel's Oral Report. Receive and place on file.
17. Dept. of Admin - Director of Administration's Report. Receive and place on file.
18. County Executive's Report. *No report; no action taken.*

A motion was made by Vice Chair Lund and seconded by Supervisor Nicholson **“to adopt.”** Vice Chair Lund requested item #4 be taken separately. Voice vote taken for the remainder of the report. Motion carried unanimously with no abstentions.

Item #4 Communication from Supervisor Lefebvre re: I am asking that the invocation be completely removed from our County meetings. Receive and place on file.

Following discussion, a motion was made by Vice Chair Lund and seconded by Supervisor Nicholson **“to receive and place on file.”** Voice vote taken. Motion carried unanimously with no abstentions.

**No. 9ci -- REPORT OF JOINT SPECIAL EXECUTIVE COMMITTEE AND PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE OF JULY 18, 2018**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **Joint Executive Committee and Planning, Development and Transportation Committee** met in special session on July 18, 2018 and recommends the following:

1. Planning Commission - Recommendation and Approval for Brown County STEM (Science, Technology, Engineering & Math) Innovation Center RFB Project # 2235A. Motion made by Supervisor Kaster, seconded by Supervisor Deslauriers “to approve bid for project 2235A awarding Miron Construction with alternates for \$12,483,844.00.”  
Voice vote taken. Motion carried with Dantinne abstaining.

2. Planning Commission - Resolution to Approve The Brown County STEM Innovation Center Project. Motion made by Supervisor Dantine, seconded by Supervisor Kaster "to approve." Voice vote taken. Motion carried unanimously.
3. Planning Commission - Resolution to Approve The Brown County STEM Innovation Center Project. Motion made by Supervisor Moynihan, seconded by Supervisor Buckley "to approve." Voice vote taken. Motion carried unanimously.
4. Clerk of Courts - Resolution re: Reclassification of a Customer Service Clerk Position in the Clerk of Courts Table of Organization. Motion made by Supervisor Buckley, seconded by Supervisor Moynihan "to approve." Voice vote taken. Motion carried unanimously.

A motion was made by Supervisor Becker and seconded by Supervisor De Wane **"to adopt."** Voice vote taken. Motion carried with Supervisor Dantine abstaining.

**No. 9d -- REPORT OF HUMAN SERVICES COMMITTEE OF JUNE 27, 2018**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **Human Services Committee** met in regular session on June 27, 2018 and recommends the following:

1. Review Minutes of:
  - a) Mental Health Treatment Committee (May 16, 2018). To approve.
  - b) Veterans' Recognition Subcommittee (May 15, 2018). To approve.
2. Presentations by Judge Zuidmulder - Report on Treatment Courts. Receive and place on file.
3. Presentations by Judge Zuidmulder - Report/Discussion on Pilot Housing Program. Receive and place on file.
4. Communication from Supervisor Dantine re: To have the County look at where we spend our money for senior programs at ADRC Center. Receive and place on file.
5. Communication from Supervisor Hoyer re: Re-establish the Homeless Issues and Affordable Housing Sub Committee which reports to Human Services. To support establishment of the Safe and Stable Housing Sub-Committee.
6. Wind Turbine Update - Receive new information – Standing Item. Receive and place on file.
7. Health & Human Services Dept. - Budget Adjustment Request (18-70): Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation. To approve.
8. Health & Human Services Dept. - Budget Adjustment Request (18-77): Any increase in expenses with an offsetting increase in revenue. To approve.
9. Health & Human Services Dept. - Executive Director's Report. Receive and place on file.
  - a) Safe and Stable Housing Pilot RFQ (Draft).
    - i. To send back to staff with direction to consult with court staff of the various treatment courts and to add language to the RFQ to ensure it meets the needs of the treatment courts.
    - ii. To approve the motion as amended.
10. Health & Human Services Dept. - Communications Update.

- a) Re-establish the Homeless Issues and Affordable Housing Sub Committee which reports to Human Services. *See discussion and action at Item 5.*
- 11. Health & Human Services Dept. - Presentation of CTC Internal Operational Analysis Overview by Schenk. Receive and place on file.
- 12. Health & Human Services Dept. - Financial Report for Community Treatment Center and Community Services. Receive and place on file.
- 13. Health & Human Services Dept. - Statistical Reports. To suspend the rules to take Items 13a, 13a(i), 13a(ii), 13a(iii), 13b & 13c together.
  - a) Monthly CTC Data.
    - i. Bay Haven Crisis Diversion.
    - ii. Nicolet Psychiatric Center.
    - iii. CTC Double Shifts.
  - b) Child Protection – Child Abuse/Neglect Report.
  - c) Monthly Contract Update. To receive and place on file Items 13a, 13a(i), 13a(ii), 13a(iii), 13b & 13c together.
- 14. Health & Human Services Dept. - Request for New Non-Continuous and Contract Providers and New Provider Contract. To approve.
- 15. Audit of bills. To acknowledge receipt of the bills.

A motion was made by Supervisor Hoyer and seconded by Supervisor Brusky **“to adopt.”**  
Voice vote taken. Motion carried unanimously with no abstentions.

**No. 9e -- REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION  
COMMITTEE OF JUNE 25, 2018**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **Planning, Development and Transportation Committee** met in regular session on June 25, 2018 and recommends the following:

- 1. Review Minutes of:
  - a. Planning Commission Board of Directors (April 4, 2018). To approve.
- 2. Communication from Supervisor Erickson re: Discussion regarding possible universal cab, bus and limo licensing. To send to staff.
- 3. Public Works - Summary of Operations. Receive and place on file.
- 4. Public Works - Director's Report. Receive and place on file.
- 5. Public Works - Recommendation and Approval for Asbestos Abatement at Public Works Buildings – RFP Project #2122. To award the bid for Project \$2122 to Environet, Inc. of Wisconsin for \$27,435.
- 6. Public Works - Recommendation and Approval for HVAC Replacement at Public Works, Health Lab, and Sophie Beaumont Remodeling – Project #2232. To award for Project #2232 – Base Bid 1 for \$616,800 to B&P Mechanical for the Highway Shop; Base Bid 2 for \$89,000 to Reeke-Mariod for the Health Lab; and Base Bid 3 for \$23,000 to Hurkman Mechanical for Sophie Beaumont Building.
- 7. Public Works - Recommendation and Approval for Public Works Elevator/Front Entry at Public Works – Project #2233. To award project #2233 to Frank O. Zeise Construction including the base bid and alt bid totaling \$346,483.

8. Public Works - Recommendation and Approval for 6-Year (2019-2024) Highway & Bridge Capital Improvement Plan (CIP). To approve.
9. Public Works - Recommendation and Approval for 6-Year (2019-2024) Facility Capital Improvement Plan (CIP). To approve.
10. UW-Ext - Budget Status Financial Report for May 2018 – Unaudited. Receive and place on file.
11. UW-Extension - Budget Adjustment Request (18-78): Any increase in expenses with an offsetting increase in revenue. To approve.
12. UW-Extension - Director's Report. Receive and place on file.
13. Airport - Budget Status Financial Report for May 2018 – Unaudited. Receive and place on file.
14. Airport - Departmental Opening Summary. Receive and place on file.
15. Airport - Director's Report. Receive and place on file.
16. Planning Commission - Budget Status Financial Reports for May 2018 – Unaudited. Receive and place on file.
17. Budget Adjustment Request (18-74): Any increase in expenses with an offsetting increase in revenue. To approve.
18. Property Listing-Budget Status Financial Reports for May 2018–Unaudited. Receive and place on file.
19. Zoning - Budget Status Financial Reports for May 2018 – Unaudited. Receive and place on file.
20. Register of Deeds-Budget Status Financial Report for May 2018–Unaudited. Receive and place on file.
21. Acknowledging the bills. To acknowledge receipt of the bills.

A motion was made by Supervisor Erickson and seconded by Supervisor Dantine “**to adopt.**” Voice vote taken. Motion carried unanimously with no abstentions.

**No. 9ei-- REPORT OF LAND CONSERVATION SUBCOMMITTEE COMMITTEE OF JUNE 25, 2018**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **Land Conservation Subcommittee Committee** met in regular session on June 25, 2018 and recommends the following:

1. Open Positions Report. Receive and place on file.
2. Budget Status Report May 31, 2018 (unaudited). Receive and place on file.
3. Directors Report:
  - a. Demonstration Farm Update. Receive and place on file.

A motion was made by Supervisor Dantine and seconded by Supervisor Nicholson “**to adopt.**” Voice vote taken. Motion carried unanimously with no abstentions.

**No. 9f -- REPORT OF PUBLIC SAFETY COMMITTEE OF JULY 12, 2018.**

TO THE MEMBERS OF THE BROWN  
COUNTY BOARD OF SUPERVISORS



Ladies and Gentlemen:

The **PUBLIC SAFETY COMMITTEE** met in regular session on July 12, 2018 and recommends the following:

1. Review Minutes of:
  - a. Fire Investigation Task Force Board of Directors (March 12, 2018). Receive and place on file.
  - b. Fire Investigation Task Force General Membership (March 8, 2018). Receive and place on file.
  - c. Traffic Safety Commission (April 10, 2018). Receive and place on file.
2. Medical Examiner - Budget Status Financial Report for May 2018.
  - i. To take Items 2 & 3 together.
  - ii. Receive and place on file Items 2 & 3 together.
3. Medical Examiner - 2018 Medical Examiner Activity Spreadsheet. *See Item 2.*
4. Circuit Courts, Commissioners, Probate - Budget Status Financial Reports for April and May 2018. Receive and place on file Items 4 & 5.
5. Circuit Courts, Commissioners, Probate - Director's Report. *See action at Item 4.*
6. Emergency Mgmt. - Budget Status Financial Reports for May 2018. Receive and place on file.
7. Emergency Mgmt. - Director's Report. Receive and place on file.
8. Public Safety Communications - Budget Status Financial Reports for May 2018. Receive and place on file.
9. Public Safety Communications - Director's Report. Receive and place on file.
10. Clerk of Courts - Resolution regarding Reclassification of a Customer Services Clerk Position in the Clerk of Courts Table of Organization. To approve. *See Resolutions & Ordinances*
11. Clerk of Courts - Director's Report. Receive and place on file.
12. Sheriff - Budget Status Financial Report for April 2018. Receive and place on file.
13. Sheriff - Budget Adjustment Request (18-80): Reallocation between two or more departments, regardless of amount. To approve.
14. Sheriff - Budget Adjustment Request (18-82): Any increase in expenses with an offsetting increase in revenue. To approve.
15. Sheriff - Update on Jail Addition – *Standing item. No action taken.*
16. Sheriff's Report. *No report, no action taken.*
17. Communication from Supervisor Schadewald re: To approve the combined RFP #2236 and before the bids are awarded, they go back to the respective Committee and County Board for approval. Receive and place on file.
18. Communication from Supervisor Gruszynski re: That Brown County look at a proposal to not house federal inmates in Brown County jails. To hold for 30 days to address questions asked at this meeting. Carried 3 to 1.
19. Audit of bills. To acknowledge receipt of the bills.

A motion was made by Supervisor Buckley and seconded by Supervisor Nicholson **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.

**No. 9fi -- REPORT OF JOINT PUBLIC SAFETY AND HUMAN SERVICES COMMITTEE OF JULY 12, 2018.**

TO THE MEMBERS OF THE BROWN

COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **JOINT PUBLIC SAFETY AND HUMAN SERVICES COMMITTEE** met in regular session on July 12, 2018 and recommends the following:

1. Presentation, discussion, and direction regarding a proposed Table of Organization change in the Health and Human Services Department regarding creating a Criminal Justice Division for the Diversion Courts, which may also include discussion regarding whether Day Report Center services should be in-house or contracted out.

A motion was made by Supervisor Nicholson and seconded by Supervisor Evans **“to adopt.”** Voice vote taken. Motion carried unanimously with no abstentions.

**No. 10 -- Resolutions, Ordinances:**

**Budget Adjustments Requiring County Board Approval**

**No. 10a -- RESOLUTION APPROVING BUDGET ADJUSTMENTS TO VARIOUS DEPARTMENT BUDGETS**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**WHEREAS**, the below listed departments have submitted the following adjustments to their departmental budgets that, per Wisconsin State Statutes, require approval by a 2/3 vote of the full County Board:

18-70 HHS- Community Svcs	Reclassify amount not needed for Software Maintenance expense to Outlay Equipment account to allow for transfer of used vehicle from Port Authority to Human Services. This vehicle is needed to replace an older vehicle which is close to the end of useful life.	<b>Amount: \$13,500</b>
18-74 PALS	This budget adjustment is for the use of the Specialized Transportation Assistance Sec. 85.21 Trust dollars to fund a transportation voucher program for program participants within the County. The Trust dollars were received by ADRC in prior years from the WI Department of Transportation and the Trust transferred to the Planning department when the program's administration transitioned to Planning at the beginning of 2018. The use of Sec 85.21 Trust funds for this project has already been approved by the WI Department of Transportation and the Brown County Planning Commission Board of Directors.	<b>Amount: \$30,000</b>
18-77 HHS- Community Svcs	For estimated 2018 donations activity to the Community Services division of Health & Human Services. Donations revenue will directly offset purchases made with donated funds.	<b>Amount: \$30,000</b>

18-78 UW Extension received \$20,500 in 2015 for the FIELDS program. This budget  
UW-Ext adjustment is to properly budget for the remaining funds to be spent in 2018.

**Amount: \$1,941**

18-79 This budget adjustment is for the partial use of the \$15,000 that was approved by the  
Parks County Board during the 2018 Budget process for Parks Friends Groups outlay  
contributions. This contribution to the Friends Group will be for the painting of the  
Fairgrounds buildings.

**Amount: \$10,000**

18-80 This budget adjustment is to reallocate savings from the PSC/TS UPS Capital Project  
PSC/Sheriff and dollars from the General Government Contingency fund to fund the purchase of  
WonderWare Jail door control software that is necessary for the completion of the Jail  
Video Surveillance System Project.

**Amount: \$103,000**

18-82 This budget request is to increase the Sheriff's budget for state aid revenue from the  
Sheriff Internet Crimes Against Children (ICAC) program funded through the State of Wisconsin,  
and increase the Supplies and Expense budget to purchase equipment for intelligence  
sharing with that ICAC money. This funding is technically not a grant but is similar in that  
it can be used to purchase small equipment items. Specifically, the funding is for five  
smart TVs plus wall mounts and three Android tablets. These items will not be used on  
the county network. There is no match required for this grant.

**Amount: \$1,400**

and,

**WHEREAS**, these budget adjustments are necessary to ensure activities are  
appropriated and accounted for properly.

**NOW, THEREFORE, BE IT RESOLVED**, that the Brown County Board of Supervisors  
hereby approves the above listed budget adjustments.

Respectfully submitted,

ADMINISTRATION COMMITTEE  
EDUCATION & RECREATION COMMITTEE  
HUMAN SERVICES COMMITTEE  
PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE  
PUBLIC SAFETY COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 07/23/2018

Authored by Administration  
Approved by Corporation Counsel's Office

*Fiscal Note: The fiscal impact is as described in the individual budget adjustment listed above.*

A motion was made by Supervisor Brusky and seconded by Supervisor Nicholson **"to adopt."**  
Voice vote taken. Motion carried unanimously with no abstentions.

## **ATTACHMENTS TO RESOLUTION #10A**

## **ON THE FOLLOWING PAGES**

18-70

# BUDGET ADJUSTMENT REQUEST

Category	Approval Level
<input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation	Dept Head
<input type="checkbox"/> 2 Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> <li>• Reallocation to another account strictly for tracking or accounting purposes</li> <li>• Allocation of budgeted prior year grant not completed in the prior year</li> </ul>	Director of Admin
<input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
<input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
<input type="checkbox"/> 5 a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)	Admin Committee
<input checked="" type="checkbox"/> 5 b) Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
<input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
<input type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board
<input type="checkbox"/> 8 Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
<input type="checkbox"/> 9 Any allocation from the County's General Fund	Oversight Comm Admin Committee 2/3 County Board

## Justification for Budget Change:

Reclassify amount not needed for Software Maintenance expense to Outlay Equipment account to allow for transfer of used vehicle from Port Authority to Human Services. This vehicle is needed to replace an older vehicle which is close to the end of useful life.

Net Levy Impact \$0      2018 Budget Adjustment      Amount \$13,500

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.110.112.6110.020	Outlay Equipment (\$5,000+)	13,500
<input type="checkbox"/>	<input checked="" type="checkbox"/>	201.076.110.115.5306.100	Maintenance agreement Software	13,500
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

## AUTHORIZATIONS

Signature of Department Head  
 Department: Health & Human Services  
 Date: 5/22/2018

Signature of COA or Executive  
 Date: 5/31/18

Revised 2/3/17

10a

18-74

# BUDGET ADJUSTMENT REQUEST

## Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
  - Reallocation to another account strictly for tracking or accounting purposes
  - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

## Approval Level

- Dept Head
- Director of Admin
- County Exec
- County Exec
- Admin Committee
- Oversight Comm  
2/3 County Board
- Oversight Comm  
2/3 County Board
- Oversight Comm  
2/3 County Board
- Oversight Comm  
2/3 County Board
- Oversight Comm  
Admin Committee  
2/3 County Board



## Justification for Budget Change:

This budget adjustment is for the use of the Specialized Transportation Assistance Sec. 85.21 Trust dollars to fund a transportation voucher project for seniors and people with disabilities within the County. The Trust dollars were received by the ADRC in prior years from the WI Department of Transportation, and the Trust transferred to the Planning department when the program's administration transitioned to Planning at the beginning of 2018. The use of Sec. 85.21 Trust funds for this project has already been approved by the WI Department of Transportation and the Brown County Planning Commission Board of Directors.

Budget Impact: \$30,000

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.066.065.4900	Planning Miscellaneous Revenue	\$30,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.066.065.5700	Planning Contracted Services	\$30,000
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

2/3 + 1/3

 Signature of Department Head		<b>AUTHORIZATIONS</b>  Signature of DOA or Executive	
Department: <u>Planning &amp; Contract Services</u>		Date: <u>6/19/18</u>	
Date: <u>6/19/18</u>			

Revised 2/3/17

10a

18-77

### BUDGET ADJUSTMENT REQUEST

Category	Approval Level
<input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation	Dept Head
<input type="checkbox"/> 2 Reallocation due to a technical correction that could include: <ul style="list-style-type: none"><li>• Reallocation to another account strictly for tracking or accounting purposes</li><li>• Allocation of budgeted prior year grant not completed in the prior year</li></ul>	Director of Admin
<input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
<input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
<input type="checkbox"/> 5 a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)	Admin Committee
<input type="checkbox"/> 5 b) Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
<input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
<input checked="" type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board
<input type="checkbox"/> 8 Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
<input type="checkbox"/> 9 Any allocation from the County's General Fund	Oversight Comm Admin Committee 2/3 County Board


3.9

**Justification for Budget Change:**

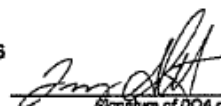
For estimated 2018 donations activity to the Community Services division of Health & Human Services. Donations revenue will directly offset purchases made with donated funds.

Net Levy Impact \$0                      2018 Budget Adjustment                      Amount \$30,000

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.110.200.4901	Donations (revenue)	30,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.110.200.7800DON	Purchased Services Donated Funds (expense)	30,000
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

  
\_\_\_\_\_  
Signature of Department Head  
Department: Health & Human Services  
Date: 6/18/18

**AUTHORIZATIONS**

  
\_\_\_\_\_  
Signature of DOA or Executive  
Date: 6/19/18

Revised 2/3/17

10a

18-78

# BUDGET ADJUSTMENT REQUEST

## Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
  - Reallocation to another account strictly for tracking or accounting purposes
  - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

## Approval Level

Dept Head  
Director of Admin  
  
County Exec  
County Exec  
Admin Committee  
Oversight Comm  
2/3 County Board  
Oversight Comm  
2/3 County Board  
Oversight Comm  
2/3 County Board  
Oversight Comm  
Admin Committee  
2/3 County Board


## Justification for Budget Change:

UW Extension received \$20,500 in 2015 for the FIELDS program. This budget adjustment is to properly budget for the remaining funds to be spent in 2018.

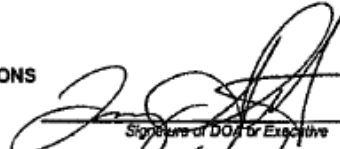
Budget Impact \$1,941

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.083.300.4309	FIELDS Other Grant Revenue	\$1,941
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.083.300.5700	FIELDS Contracted Services	\$1,941
<input type="checkbox"/>	<input type="checkbox"/>			

6/19/18

  
Signature of Department Head  
Department: UW Extension  
Date: 6/19/18

## AUTHORIZATIONS

  
Signature of Director of Administration  
Date: 6/19/18

Revised 4/1/14

10a

18-79

# BUDGET ADJUSTMENT REQUEST

## Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
  - Reallocation to another account strictly for tracking or accounting purposes
  - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☒ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☐ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

## Approval Level

Dept Head  
Director of Admin  
  
County Exec  
  
County Exec  
  
Admin Committee  
  
Oversight Comm  
2/3 County Board  
  
Oversight Comm  
2/3 County Board  
  
Oversight Comm  
2/3 County Board  
  
Oversight Comm  
2/3 County Board  
  
Oversight Comm  
Admin Committee  
2/3 County Board

## Justification for Budget Change:

This budget adjustment is for the partial use of the \$15,000 that was approved by the County Board during the 2018 Budget process for Parks Friends Groups outlay contributions. This contribution to the Friends Group will be for the painting of the Fairgrounds buildings.

Budget Impact: \$10,000

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.062.001.5850	Parks Contributions	\$10,000
<input type="checkbox"/>	<input checked="" type="checkbox"/>	100.062.001.6110.100	Parks Outlay Other	\$10,000
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

## AUTHORIZATIONS

Robert A. Kuntz  
Signature of Department Head  
Department: Parks  
Date: 06/20/18

[Signature]  
Signature of COA or Executive  
Date: 6/20/18

Revised 2/3/17

10a



18-80

## BUDGET ADJUSTMENT REQUEST

CategoryApproval Level

- ☐ 1 Reallocation from one account to another in the same level of appropriation Dept Head
- ☐ 2 Reallocation due to a technical correction that could include:  
     • Reallocation to another account strictly for tracking or accounting purposes  
     • Allocation of budgeted prior year grant not completed in the prior year Director of Admin
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation County Exec
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.) County Exec
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts) Admin Committee
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation. Oversight Comm  
2/3 County Board
- ☒ 6 Reallocation between two or more departments, regardless of amount Oversight Comm  
2/3 County Board
- ☐ 7 Any increase in expenses with an offsetting increase in revenue Oversight Comm  
2/3 County Board
- ☐ 8 Any allocation from a department's fund balance Oversight Comm  
2/3 County Board
- ☐ 9 Any allocation from the County's General Fund Oversight Comm  
Admin Committee  
2/3 County Board

Justification for Budget Change:

This budget adjustment is to reallocate savings from the PSC/TS UPS Capital Project and dollars from the General Government Contingency fund to fund the purchase of WonderWare Jail door control software that is necessary for the completion of the Jail Video Surveillance System Project.

Budget Impact: \$103,000

<u>Increase</u>	<u>Decrease</u>	<u>Account #</u>	<u>Account Title</u>	<u>Amount</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.090.9003	Gen Gov Transfer Out	\$51,000
<input type="checkbox"/>	<input checked="" type="checkbox"/>	100.090.5394	Gen Gov Contingency	\$51,000
<input type="checkbox"/>	<input checked="" type="checkbox"/>	431.013.433.6110.100	PSC UPS Outlay Other	\$52,000
<input type="checkbox"/>	<input checked="" type="checkbox"/>	431.013.433.9002	PSC UPS Transfer In	\$52,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	434.074.470.6110.100	Jail Vid Surv Outlay Other	\$103,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	434.074.470.9002	Jail Vid Surv Transfer In	\$103,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	499.090.9003	Sales Tax Trans Out Jail Vid Surv	\$52,000
<input type="checkbox"/>	<input checked="" type="checkbox"/>	499.090.9003	Sales Tax Trans Out PSC UPS	\$52,000

## AUTHORIZATIONS

Signature of Department Head

Department: PSC

Date: 6-25-18

Signature of DCO or Executive

Date: 6/28/18

Contingency Fund Balance: \$184,500

Revised 2/3/17

10a

18-82

# BUDGET ADJUSTMENT REQUEST

## Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
  - Reallocation to another account strictly for tracking or accounting purposes
  - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

## Approval Level

Dept Head  
Director of Admin  
  
County Exec  
  
County Exec  
  
Admin Committee  
  
Oversight Comm  
2/3 County Board  
  
Oversight Comm  
2/3 County Board  
  
Oversight Comm  
2/3 County Board  
  
Oversight Comm  
2/3 County Board  
  
Oversight Comm  
Admin Committee  
2/3 County Board


## Justification for Budget Change:

This budget request is to increase the Sheriff's budget for state aid revenue from the Internet Crimes Against Children (ICAC) program funded through the State of Wisconsin, and increase the Supplies and Expense budget to purchase equipment for intelligence sharing with that ICAC money. This funding is technically not a grant but is similar in that it can be used to purchase small equipment items. Specifically, the funding is for five smart TVs plus wall mounts and three Android tablets. These items will not be used on the county network.


There is no match required for this grant.

Budget Impact: \$1,400

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.071.4302	State grants and aids	1,400
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.071.5300	Supplies & expense	1,400
<input type="checkbox"/>	<input type="checkbox"/>			

  
 Signature of Department Head  
 Department: Sheriff  
 Date: 06/28/18

## AUTHORIZATIONS

  
 Signature of DOA or Executive  
 Date: 6/28/18

Revised 4/1/14

10a

**Administration Committee and Executive Committee**

**No. 10b -- RESOLUTION TO RATIFY THE BROWN COUNTY SHERIFF'S DEPARTMENT  
SUPERVISORY EMPLOYEES LABOR ASSOCIATION 2017-2019 LABOR  
AGREEMENT.**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**WHEREAS**, negotiations were undertaken by and between the County of Brown (County) and the Brown County Sheriff's Department Supervisory Employees Labor Association (Association) regarding their 2017-2019 Labor Agreement (Agreement); and

**WHEREAS**, said negotiations resulted in negotiated changes to the terms and conditions of the Agreement (see attached Agreement with negotiated changes, incorporated into this Resolution by attachment and reference); and

**WHEREAS**, it is desirable to ratify the Agreement to reflect the negotiated terms and conditions of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Brown County Board of Supervisors, that the Board hereby authorizes and approves of the negotiated changes to the Agreement, as briefly discussed above and as more fully described in the attached Agreement, and directs the County Executive and the County Clerk to execute the Agreement on behalf of Brown County, with the effective date of January 1, 2017.

Respectfully submitted,

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 07/23/2018

Authored by Human Resources

Final Draft Approved by Corporation Counsel

*Fiscal Note: The total cost of the three year contract (2017-19) is \$356,305. Back pay for 2017 is \$58,505, and \$118,191 for 2018 of which \$105,687 was budgeted for and the remaining \$71,009 was expensed in the general fund in 2017.*

A motion was made by Supervisor Becker and seconded by Supervisor Nicholson **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.

**ATTACHMENTS TO RESOLUTION #10B  
ON THE FOLLOWING PAGES**

DEPARTMENT OF HUMAN RESOURCES

Brown County

305 E. WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WI 54305-3600



KATHRYN ROELLICH

PHONE (920) 448-4065 FAX (920) 448-6277 WEB: [www.co.brown.wi.us](http://www.co.brown.wi.us)

HUMAN RESOURCES DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

**DATE:** July 17, 2018  
**REQUEST TO:** County Board  
**MEETING DATE:** July 18, 2018  
**REQUEST FROM:** Kathryn Roellich  
Human Resources Director

**REQUEST TYPE:** ☐ New resolution ☒ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

**TITLE:** RESOLUTION TO RATIFY THE BROWN COUNTY SHERIFF'S DEPARTMENT  
SUPERVISORY EMPLOYEES LABOR ASSOCIATION 2017-2019 LABOR AGREEMENT

**ISSUE/BACKGROUND INFORMATION:**

*"This Final Proposed 7/18/18 Agreement Between Brown County and Brown County Sheriff's Department Supervisory Employees January 1, 2017 through December 31, 2019 is to replace the other two previously submitted draft Sheriff's Department Supervisory Labor Agreements in the 07-18-2018 County Board Agenda Packet (the other two previously submitted draft Agreements had incorrect term dates). A resolution is needed to authorize the execution of a 2017-2019 Labor Agreement with the Brown County Sheriff's Department Supervisory Employees. Dates provided in the other previously submitted draft Agreements have been corrected in this agreement."*

**ACTION REQUESTED:**

Approval to execute a 2017-2019 labor agreement with the Brown County Sheriff's Department Supervisory Employees.

**FISCAL IMPACT:**

**NOTE:** This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
  - a. If yes, what is the amount of the impact? \$ See Fiscal Note below
  - b. If part of a bigger project, what is the total amount of the project? \$ \_\_\_\_\_
  - c. Is it currently budgeted? ☒ Yes ☐ No
    1. If yes, in which account?
    2. If no, how will the impact be funded? **Fiscal Note:** The total cost of the three year contract (2017-19) is \$356,305. Back pay for 2017 is \$58,505, and \$118,191 for 2018 of which \$105,687 was budgeted for and the remaining \$71,009 was expensed in the general fund in 2017.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED – Copy provided in County Board Agenda Packet**

Final Proposed – 7/18/18  
**AGREEMENT**

**Between**

**BROWN COUNTY**

**And**

**BROWN COUNTY SHERIFF'S DEPARTMENT  
SUPERVISORY EMPLOYEES**

**January 1, ~~2015-2017~~ through December 31, 201619**

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**BROWN COUNTY SHERIFF'S DEPARTMENT**  
**SUPERVISORY EMPLOYEES LABOR CONTRACT**

1 THIS AGREEMENT made and entered into according to the provisions of Section 111.70 of the  
2 Wisconsin Statutes by and between Brown County, as the Municipal Employer (hereinafter  
3 called "County") and the bargaining unit of the Brown County Sheriff's Department Supervisory  
4 personnel (hereinafter called the "Bargaining Unit").  
5

6 **Article 1. PURPOSE OF AGREEMENT**

7  
8 Pursuant to Wis. Stat. § 111.70(8), the County and the Bargaining Unit have agreed to meet  
9 and confer and negotiate over various aspects of the Bargaining Unit members' wages, hours  
10 and other conditions of employment as more particularly set forth in this Agreement. It is the  
11 intent and purpose of the parties hereto that this Agreement shall promote and improve working  
12 conditions of the Bargaining Unit in regard to rates of pay, hours of work, and other terms and  
13 conditions of employment to be observed by the parties hereto. The County retains all rights,  
14 powers, or authority that it had prior to this contract unless modified by this contract or state law.  
15

16 **Article 2. RECOGNITION**

17  
18 The County agrees to recognize the Bargaining Unit as the bargaining agent for the Supervisory  
19 ranks of Lieutenant and Captain of the Brown County Sheriff's Department in the matter of  
20 wages, hours of work, and working conditions.  
21

22 **Article 3. MANAGEMENT RIGHTS RESERVED**

23  
24 Except as herein otherwise provided, the management of the Department and the direction of  
25 the working forces is vested exclusively in the County. The County retains the right to fulfill all  
26 normal managerial obligations, such as planning, changing or developing new methods of work  
27 performance, establishing necessary policies, organizations and procedures, assigning work  
28 and establishing work schedules and applying appropriate means of administration and control.  
29

30 **Article 4. BARGAINING UNIT ACTIVITY**

31  
32 The Bargaining Unit agrees to conduct its business off the job as much as possible. However,  
33 agents and representatives of the Bargaining Unit having business with members of the  
34 Bargaining Unit may confer with such members during the normal working day for a reasonable  
35 time, provided that permission is first given by the Sheriff or Chief Deputy which will not be  
36 unreasonably withheld. The County agrees not to deduct any pay from any employee  
37 conducting such business. Off duty officers, under no circumstance, will be compensated for  
38 conducting Bargaining Unit activity.  
39

40 **Article 5. WORK RULES**

41  
42 The County may adopt work rules at its discretion.  
43

44 **Article 6. HIRING/PROMOTION AUTHORITY**

45  
46 The Brown County Sheriff shall have sole and final authority for hiring and/or promotions to  
47 supervisory law enforcement positions.  
48

49 **Article 7. DISCIPLINARY PROCEDURE**

50  
51 The purpose of discipline is correcting job behavior and performance problems of employees.  
52 Employees shall be informed of standards of conduct and performance. Discipline shall be  
53 administered in compliance with this section and rules and standards shall be consistently  
54 applied. Penalties shall be appropriate to the circumstances. Persons administering corrective  
55 discipline shall systematically document the case. Disciplinary actions shall be in writing and  
56 include a full description of the alleged infraction and a statement informing the employee of  
57 his/her rights under the grievance procedure contained in this contract. Records of verbal  
58 reprimands shall be maintained in the Department files. Copies of written reprimands,  
59 suspensions, and terminations shall be provided to the employee, the Human Resources  
60 Manager, to the employee's supervisor, and kept in the Department files. Suspensions and  
61 terminations shall be discussed with the Human Resources Manager before such actions are  
62 taken. The County Executive will be informed of suspensions and terminations. The Brown  
63 County Sheriff shall have final authority in regard to demotion, suspensions and terminations.  
64

65 No regular employee shall be disciplined or discharged except for just cause. Written notice of  
66 the discipline, suspension, or discharge and a description of the incident warranting the action  
67 shall be given to the employee with a copy to the Bargaining Unit.  
68

69 The employee will have an informal hearing before the Sheriff, or his/her designee, before any  
70 disciplinary actions is taken. The employee and the Bargaining Unit will be notified of the reason  
71 for the discipline and the time of the hearing at least twenty-four (24) hours prior to the time of  
72 the informal hearing. The employee may be represented by a Bargaining Unit representative at  
73 the hearing or a representative of his/her own choice. An officer may waive the right to a hearing  
74 with the Sheriff.  
75

76 The employee may use the grievance procedure to appeal any disciplinary action taken  
77 hereunder. Such grievance will be presented directly to the second step. Any grievance that  
78 may result from such action shall be considered waived unless presented in writing within five  
79 (5) calendar days of the receipt by the employee of the written decision of the Sheriff.  
80

81 The County may develop, within its discretion, other procedures for discipline which do not  
82 result in demotion, suspension or termination.  
83

84 It is not the intention of the parties hereto to circumvent or contravene any County Ordinance or  
85 State law. If there is a conflict or ambiguity insofar as any phrase, sentence, or paragraph of this  
86 contract is concerned, and the contractual language provides a greater benefit to members of  
87 the Bargaining Unit than would be the case under a County Ordinance or State law, then the  
88 contractual provision shall apply.  
89

90



91 **Article 8. GRIEVANCE PROCEDURE**

92  
93 A formal grievance of an employee shall be handled in accordance with the following procedure:  
94

95 Step 1: The employee shall prepare and serve on the Chief Deputy a written statement  
96 setting forth the grievance within fifteen (15) calendar days of the incident or of  
97 the receipt of the notice of discipline by the employee. An employee's failure to  
98 timely serve the grievance on the Chief Deputy shall result in dismissal of the  
99 grievance and waiver of any and all grievance rights hereunder. The grievance  
100 statement shall include a summary of the pertinent facts, the date the event  
101 occurred, what steps the employee has taken to informally resolve the grievance,  
102 and the remedy requested. The statement shall be given to Sheriff or his/her  
103 designee. Upon receipt of the written statement, the Sheriff or his/her designee  
104 shall forward the grievance to the Human Resources Manager. Within ten (10)  
105 working days thereafter, the Sheriff or his/her designee shall meet with the  
106 employee and make a reasonable effort to resolve the grievance. The Sheriff, in  
107 his/her sole discretion, may extend the deadline for the meeting provided written  
108 notice is given to the grievant. If the Sheriff or his/her designee is unable to  
109 resolve the grievance after the meeting with the employee, the Sheriff or his/her  
110 designee shall immediately prepare a written response denying the grievance  
111 and setting forth the reasons for such denial. The Sheriff or his/her designee  
112 shall forward the written response to the Human Resources Manager and  
113 provide the employee with a copy of such response.  
114

115 Step 2: If the employee is not satisfied with the Sheriff or designee's resolution of the  
116 grievance, the employee may, within five (5) working days, serve the grievance  
117 on the Human Resources Manager. An employee's failure to timely serve the  
118 grievance on the Human Resources manager shall result in dismissal of the  
119 grievance and waiver of any and all grievance rights. The Human Resources  
120 Manager or the Manager's designee shall arrange to meet with the employee  
121 and his/her representative, if any, to ascertain the facts surrounding the dispute  
122 and shall reply in writing to the employee within ten (10) working days after the  
123 employee meeting. The Human Resources manager may extend the deadline for  
124 providing a written decision on a grievance hereunder at his or her sole  
125 discretion. The decision of the Human Resources Manager shall be final except  
126 grievances that address employee terminations, employee disciplines, or  
127 workplace safety.  
128

129 Step 3: In the event the decision of the Human Resources Manager does not satisfy the  
130 employee on any matter involving a termination, discipline or workplace safety,  
131 the employee may, within five (5) working days, serve a written request to the  
132 Human Resources Manager, for a hearing before an impartial hearing officer. An  
133 employee's failure to timely serve a request for hearing shall result in dismissal of  
134 the grievance and waiver of all grievance rights. Upon timely receipt of a request  
135 for hearing, the Human Resources Manager shall select an impartial hearing  
136 officer by mutual consent with the grieving employee. If the Human Resources  
137 Manager and the grieving employee are unable to agree on an impartial hearing  
138 officer, the Human Resources Manager shall request a list of available staff  
139 arbitrators from the Wisconsin Employment Relations Commission. The Human  
140 Resources Manager shall then select an arbitrator from the panel provided by the  
141 WERC. The selected arbitrator or mutually agreeable impartial hearing officer

shall thereafter hold a hearing on the grievance. The County and the employee may produce witnesses and other evidence at the time of hearing before the arbitrator or impartial hearing officer. After considering the evidence presented, the arbitrator or impartial hearing officer shall issue a written decision. A "good cause" standard of review shall be used by the arbitrator or impartial hearing officer. The arbitrator or impartial hearing officer's decision shall be final.

An employee is entitled to be represented in each step of the grievance procedure by a representative of his/her choice. The Chief Deputy and the Human Resources Manager may, at their sole discretion, delegate their responsibilities hereunder to a designee. Time is of the essence as to any filing deadlines of the grievant hereunder and an employee's failure to comply with any deadlines shall result in the dismissal of the grievance. The Sheriff and/or Human Resources Manager may, in their sole discretion, extend any of the grievant's deadlines hereunder provided that any such extension must be in writing and granted prior to the expiration of the deadline. Any failure of the County to meet any of the time deadlines hereunder shall result in the grievance moving to the next step in the procedure. Upon mutual agreement the employee and the Human Resources Manager may extend or waive any time limits contained in this procedure. Nothing contained herein shall diminish any legal rights an employee may be entitled to under the law.

#### **Article 9. SALARIES**

The wages of employees of the Brown County Sheriff's Department Supervisory Unit shall be on the basis hereinafter presented. The salaries listed are on an hourly basis. The rates of pay prescribed herein are based on a full-time employee at normal working hours.

#### **2015-2016 PAY SCALE**

	<b>Effective 1/1/2015</b>	<b>Effective 1/1/2016</b>
	<b>1.50%</b>	<b>0.50%</b>
<b>Lieutenant</b>	<b>\$41.21</b>	<b>\$41.42</b>
<b>Lieutenant (Bomb Squad)</b>	<b>\$42.01</b>	<b>\$42.22</b>
<b>Captain</b>	<b>\$43.85</b>	<b>\$44.07</b>
<b>Non-Certified Lieutenant</b>	<b>\$38.71</b>	<b>\$38.92</b>

#### **2017- 2019 PAY SCALE**

	<b>2016</b>	<b>Effective 1/1/2017</b>	<b>Effective 1/1/2018</b>	<b>Effective 1/1/2019</b>	<b>Effective 7/1/2019</b>
		<b>2.00%</b>	<b>1.85%</b>	<b>1.25%</b>	<b>0.75%</b>
<b>Lieutenant</b>	<b>41.42</b>	<b>42.25</b>	<b>43.03</b>	<b>43.57</b>	<b>43.89</b>
<b>Captain</b>	<b>44.07</b>	<b>44.95</b>	<b>45.78</b>	<b>46.36</b>	<b>46.70</b>
<b>Non-Certified Lieutenant</b>	<b>38.92</b>	<b>39.75</b>	<b>40.53</b>	<b>41.07</b>	<b>41.39</b>

Lieutenant (Bomb Squad) will be \$.80 higher than Lieutenant. Non-Certified Lieutenant will be \$2.50 lower than Lieutenant.

175 Shift Pay Differential. All members of the Bargaining Unit shall be paid a shift differential for  
176 hours actually worked between 3:00 p.m. and 7:00 a.m. as follows:

177  
178 3:00 p.m. – 11:00 p.m. \$0.55 per hour  
179 11:00 p.m. – 7:00 a.m. \$0.75 per hour  
180

181 **Article 10. OVERTIME**

182  
183 The Sheriff or his/her designee shall establish the work schedules for all bargaining unit  
184 employees. Except as otherwise provided in this Agreement, employees who work outside of  
185 their scheduled hours as assigned by the Sheriff ("scheduled shift") shall be compensated at the  
186 rate of one and one-half (1-1/2) times their normal rate of pay for all hours worked outside of  
187 their normally scheduled hours. The parties hereby adopt the 207(k) exemption under the Fair  
188 Labor Standards Act (FLSA) for purposes of overtime for bargaining unit members. The work  
189 period for purposes of the 207(k) exemption shall be 28 days and 171 hours.  
190

191 Overtime may be taken at the rate it is earned as compensatory time by mutual agreement of  
192 the employer and employee. Compensatory time can accumulate to a maximum of eighty (80)  
193 hours. In December of each year, employees may request a payout of accrued compensatory  
194 time. This request must be received by the Human Resource Manager by December 15. Any  
195 request for a compensatory time payout outside this timeframe must be approved by the Sheriff  
196 or Chief Deputy. Employees may carryover a maximum of 80 hours of compensatory time each  
197 year.  
198

199 Minimum Call-In Time. A call-in is defined as any time an employee is required to work outside  
200 his/her scheduled shift. However, a call-in does not include the following:

- 201  
202 1. An extension of a scheduled work shift by one (1) hour on the front or any  
203 extension of the back of such shift (exclusive of reporting time).  
204  
205 2. Disciplinary procedures where the officer is not vindicated through the  
206 grievance procedure.  
207  
208 3. Certain training time as provided below.  
209

210 Employees will be compensated for a minimum of three (3) hours for any call-in time worked on  
211 a scheduled work day except in cases where an employee is scheduled to appear in court on a  
212 scheduled day outside the employee's scheduled hours, in which case the employee shall  
213 receive a minimum of four (4) hours pay. Employees will be compensated for a minimum of five  
214 (5) hours for any call-in time on a day off or scheduled vacation day. This call-in time shall be  
215 compensated at the normal rate of pay unless otherwise required under the Fair Labor  
216 Standards Act ("FLSA"). Call-in time shall not be pyramided with overtime.  
217

218 **Article 11. TRAINING TIME**

219  
220 The following shall be the procedure for compensating employees for periods of training:

- 221 1. During Normal Hours. Employees required to attend training during the normally  
222 scheduled hours shall be compensated at the employee's regular rate of pay for such  
223 hours.  
224

- 225 2. Voluntary Training. Employees attending pre-approved training on a voluntary basis on  
226 an employee's off hours shall be entitled to compensatory time off or pay calculated at a  
227 straight time rate. To qualify for compensatory time off employees must first receive prior  
228 approval of the Sheriff or his/her designee.  
229
- 230 3. Involuntary Training. When an employee is required to attend training by the employer  
231 during off hours, such employee shall be compensated at one and one-half (1-1/2) times  
232 his/her normal rate of pay for attending such schools. This paragraph will not apply to  
233 the first twenty-four (24) hours of training scheduled during off hours each year for  
234 training required to maintain law enforcement certification (including, without limitation by  
235 enumeration, firearms training). Notwithstanding any other provisions of this Agreement,  
236 the first twenty-four (24) hours will be paid at straight time subject only to the  
237 requirements of the Fair Labor Standards Act.  
238
- 239 4. Changing Hours For The Purpose Of Training. The employer shall have the right to  
240 change an employee's normally scheduled hours for the purpose of training. In the event  
241 that the employer changes an employee's normally scheduled hours to accommodate  
242 training, the employee shall be paid straight time for such training.  
243

244 **Article 12. UNIFORM ALLOWANCE**

245  
246 Each employee of the Brown County Sheriff's Department shall have an account to be known  
247 as "clothing allowance." They are allowed to draw Four hundred eighty dollars (\$480.00) paid  
248 out in two lump sums of two hundred forty dollars (\$240.00). The first payment of two hundred  
249 forty dollars (\$240.00) will be paid out on the January payroll closest to January 31<sup>st</sup>. The  
250 second payment of two hundred and forty dollars (\$240.00) will be paid out on the July payroll  
251 closest to July 31<sup>st</sup>. Beginning January 1, 2014, the accounts will no longer be accumulative and  
252 employees that have an amount carried over will be paid out on the January payroll.  
253

254 During the first and last year of employment, the clothing allowance is prorated on a monthly  
255 basis. The Sheriff shall have discretion as to the types of clothing to be purchased by the  
256 employees of the Department.  
257

258 **Article 13. HOLIDAYS**

259  
260 I. Definitions

- 261
- 262 A. Base pay is defined as that pay received by an employee of the Brown County  
263 Sheriff's Department as outlined in Article 9, Salaries, of the labor agreement.  
264
- 265 B. Holiday pay is defined as that pay or compensatory time off received by every  
266 member of the Brown County Sheriff's Department Supervisory Labor  
267 Association regardless of whether or not the employee works the holiday.  
268 Holiday pay or compensatory time off is computed based on the number of hours  
269 the employee is regularly scheduled to work per day. Employees working a 5-2  
270 Schedule receive 80 hours (10 days x 8 hours) and employees working 12 hour  
271 shifts receive 120 hours (10 days x 12 hours).  
272
- 273 C. Holiday is defined as a day marked by a general suspension of work in  
274 commemoration of an event and does include the following days:  
275

276	New Year's Day	Labor Day
277	President's Day	Columbus Day
278	Easter	Veteran's Day
279	Memorial Day	Thanksgiving Day
280	Independence Day	Christmas Day

281  
282 For 5/2 employees, when the actual holiday occurs on a Saturday, the observed holiday  
283 is the prior Friday; likewise, when the actual holiday occurs on a Sunday, the observed  
284 holiday is the following Monday.

285  
286 For 5/2 employees, there are regularly scheduled to work holidays and not regularly  
287 scheduled to work holidays.

288  
289 For 5/2 employees, the four (4) regularly scheduled work holidays are as follows:

290 Presidents Day  
291 Easter  
292 Columbus Day  
293 Veterans Day

294  
295 For 5/2 employees, the six (6) **not** scheduled to work holidays are as follows:

296 New Year's Day  
297 Memorial Day  
298 Independence Day  
299 Labor Day  
300 Thanksgiving Day  
301 Christmas Day

302  
303 D. ~~Premium pay is defined as that pay or compensatory time off received by every~~  
304 ~~officer of the Brown County Sheriff's Department Supervisor Labor Association~~  
305 ~~who is regularly scheduled to work exclusive of sick or casual leave and works a~~  
306 ~~shift or a portion of a shift (includes worker's compensation, vacation, or~~  
307 ~~compensatory time) is to be compensated at a rate of one (1) hour of pay or~~  
308 ~~compensatory time off for each hour of work. Premium pay will begin at midnight~~  
309 ~~of the holiday or holiday observed. Supervisory employees will be entitled to one~~  
310 ~~(1) hour of premium pay for each hour worked during the twenty-four (24) hour~~  
311 ~~period beginning at midnight of the holiday or holiday observed. Supervisory~~  
312 ~~employees will receive premium pay while on vacation, personal or~~  
313 ~~compensatory time during the holiday or holiday observed. This includes~~  
314 ~~vacation, personal or compensatory hours used while on short-term disability~~  
315 ~~during the holiday or holiday observed. Supervisory employees will not receive~~  
316 ~~premium pay while on sick or casual leave.~~

317  
318 E. Overtime pay is defined as that pay or compensatory time computed at one and  
319 one-half (1-1/2) times the hourly rate for all hours worked.

## 320 II. Application

- 321  
322 A. Regularly scheduled to work  
323 1. Base pay (compensated up front)  
324 2. Holiday pay (compensated up front)  
325 3. Premium pay  
326



- 327  
328 B. Regularly scheduled to work and works past scheduled shift  
329 1. Base pay (compensated up front)  
330 2. Holiday pay (compensated up front)  
331 3. Premium pay  
332 4. Overtime pay  
333  
334 C. Not regularly scheduled to work  
335 1. Holiday pay (compensated up front)  
336 2. Premium pay  
337 3. Overtime pay  
338

339 **Article 14. PERSONAL DAYS**

340  
341 Supervisory employees will receive a total of 32 hours of personal time at the beginning of the  
342 year. For those working 5/2, ONLY 24 of the 32 total personal hours may be used on any date  
343 prior to Thanksgiving, when mutually agreed upon between the employee and the employer.  
344 The remaining eight (8) hours of personal time shall be used on Thanksgiving Friday, which is  
345 the Friday after Thanksgiving Day, unless the employee volunteers to work on Thanksgiving  
346 Friday and this is mutually agreed upon with the Sheriff or Chief Deputy.  
347

348 If a 5/2 employee voluntarily works on Thanksgiving Friday with approval from the Sheriff or  
349 Chief Deputy, the employee will receive regular pay and shift differentials, if applicable, for time  
350 worked unless daily overtime or if 207(k) applies. Since the employee worked on Thanksgiving  
351 Friday, the Personal Time hours they would have received for that day will be deferred to a later  
352 date, which must be used before the end of the calendar year; otherwise, the employee will lose  
353 those hours.  
354

355 Employees who work Monday through Friday schedules, twenty-four (24) hours personal time  
356 shall also be observed as a holiday, to be taken as mutually agreed upon between the  
357 employee and supervisor. In addition, the day after Thanksgiving will be observed as a personal  
358 day with pay.  
359

360 For employees who follow a seven (7) day schedule, thirty-two (32) hours of personal time shall  
361 be observed as holidays, subject to prior approval by supervisor.  
362

363 **Article 15. VACATION**

- 364  
365 (1) All employees shall earn vacation as follows:  
366

367	Less than one full year of service .....	Prorated on 48 hours per year
368	1 – 6 years of service .....	96 hours
369	7 – 12 years of service .....	144 hours
370	13 – 14 years of service .....	192 hours
371	15 – 16 years of service .....	200 hours
372	17 years of service .....	208 hours
373	18 years of service .....	216 hours
374	19 years of service .....	224 hours
375		

376 Vacations for officers working 12 hour shifts shall be reflective of vacation hours  
377 calculated based on years of service and shall receive an additional twenty-eight (28) hours of  
378 vacation.  
379

380 (2) Any employee who terminates his/her employment or has his/her employment  
381 terminated for any reason, shall be compensated for all earned vacation time worked as of the  
382 date of termination. The employee shall reimburse the County for any vacation time taken but  
383 not earned at the time of his/her termination.  
384

385 (3) Employees must submit their vacation requests in advance and with as much  
386 notice as possible, so that supervisors can review the requests and make appropriate decisions  
387 based on the operational needs. In establishing regular schedules, supervisors shall give due  
388 consideration to the desires of individual employees within limits of work requirements of the  
389 division. Appointing authorities may amend vacation schedules to meet work emergencies or to  
390 grant requests of individual employees. If two or more employees request to take vacation  
391 during the same period and the matter cannot be resolved by agreement of the parties  
392 concerned, the employee with the most Bargaining Unit seniority with the County shall be  
393 granted vacation time.  
394

395 (4) No employee shall be permitted to accept vacation pay in lieu of vacation.  
396

397 (5) Employees cannot carry more than eighty (80) hours of vacation at the end of the  
398 calendar year unless a request has been made and approved by the Sheriff or Chief Deputy by  
399 the end of the calendar year.  
400

#### 401 **Article 16. INSURANCE**

402

403 (1) Dental Insurance. The County will offer a group dental insurance program for  
404 regular full-time and qualifying regular part-time employees. The employee and employer  
405 contributions toward the premiums of such plan together with the amount of deductible and the  
406 design of such plan shall be determined by the County on an annual basis.  
407

408 (2) Life Insurance. The County will offer a group life insurance program for regular  
409 full-time and qualifying regular part-time employees. The employee and employer contributions  
410 toward the premiums of such plan together with the design of such plan shall be determined by  
411 the County on an annual basis.  
412

#### 413 **Article 17. CASUAL DAYS**

414

415 (1) After six (6) months of employment to provide first day coverage for sickness,  
416 each employee shall receive forty (40) hours [thirty-seven and one-half (37.5) hours for  
417 employees on a thirty-seven and one-half (37.5) hour work week] casual time each January 1.  
418 Casual days may also be used for personal time off with actual days off being subject to mutual  
419 agreement between the employee and the employer. Casual days will not be withheld for  
420 arbitrary or capricious reasons except during the last two (2) weeks of employment when only a  
421 two (2) week notice is given. At the end of each calendar year employees shall be paid at their  
422 existing rate of pay for any casual days not used during the year, to a maximum of five (5) days  
423 (payment shall be made automatically prior to the following January 31).  
424

425 (2) Casual day credit is earned on a monthly basis; however, for scheduling  
426 purposes, casual days earned during the calendar year are credited to the employee's casual

427 account at the beginning of each calendar year. Any employee who terminates his/her  
428 employment or has his/her employment terminated for any reason, shall be compensated for all  
429 earned casual time worked as of the date of termination. The employee shall reimburse the  
430 County for any casual time taken but not earned at the time of his/her termination.

431  
432 (3) Casual days may be taken in not less than fifteen (15) minute increments.

433  
434 (4) Casual days and banked sick leave may be used by an employee to supplement  
435 his/her disability benefits in an amount which will equal regular pay.

436  
437 (5) Employees may use banked sick days while casual days are available.

438  
439 **Article 18. SHORT-TERM DISABILITY LEAVE**

440  
441 (1) Employees who have completed 180 calendar days of service shall be eligible for  
442 disability leave pay as follows:

443  
444 (a) On the job accidents or injuries of the employee - first day coverage at 75% of  
445 regular pay for the duration of short term disability, up to a maximum of 180 days. The  
446 employee is responsible for applying for long term disability coverage. (Doctor Certificate  
447 required)

448  
449 (b) Sickness or an off the job accident or injury of the employee - coverage after  
450 three (3) work days at 75% of regular pay.

451  
452 (2) Eligible part-time employees shall receive disability leave benefits on a  
453 prorata hourly basis based on scheduled work hours.

454  
455 **Article 19. LONG-TERM DISABILITY**

456  
457 Brown County's Long Term Disability (LTD) Plan provides for eligible employees, (excluding  
458 seasonal, limited term employees, temporary and summer), to receive two-thirds pay after 180  
459 days of disability to age 65 with offsets for Social Security disability benefits, Wisconsin  
460 Retirement System disability benefits, and Worker's Compensation benefits. Part-time  
461 employees who work at least 50% of full time hours are eligible for long-term disability on a  
462 prorated hourly basis, based on scheduled work hours.

463  
464 (1) LTD begins after 180 days of disability; however, the offsetting benefits must be  
465 requested by the disabled employee within 30 days of beginning LTD.

466  
467 (2) The Wisconsin Retirement System requires that the Employer certify that all  
468 earnings, including service and pay for vacation and sick leave, have been paid and that the  
469 employee is on a leave-of-absence and not expected to return to work, or has been terminated  
470 because of a disability. Therefore, once it has been determined on the basis of a report from  
471 the employee's doctor that an employee is not reasonably expected to return to work, the  
472 employee will be terminated from the payroll and paid all appropriate accrued benefits. If the  
473 employee is expected to be able to return to work, the employee will be granted a leave of  
474 absence up to two years but not to exceed his/her length of service with the County.

475  
476 (3) When the employee is able to return to work after being on LTD, the employee will  
477 be reinstated to an available position for which s/he is qualified. Such determination will be



478 made by the employer on a case-by-case basis. While on LTD, the employee will continue to  
479 accrue seniority for job posting purposes only. Seniority for other purposes will be frozen at the  
480 beginning of the LTD leave and shall begin accruing upon the employee's return to work.

481  
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483  
484

**Article 20. BANKED SICK LEAVE (See Memorandum of Understanding)**

485 All employees will have their individual sick leave accumulated as of December 13, 1993 (the  
486 ratification date of the 1993-1994 Agreement), up to a maximum of 135 days "banked" in a sick  
487 leave accumulation account which may be used by the employee to supplement any 75% of  
488 regular pay benefit received for a disability. Banked sick leave may be used to make the  
489 employee whole for base pay earnings. However, no additional sick leave benefits will accrue in  
490 the banked account unless they are vacation days earned but unused during the final three (3)  
491 years of their employment with Brown County. All sick leave shall be subject to administration  
492 by the department heads. In the event of the death of an employee, said employee's spouse or  
493 IRS eligible dependent(s) will receive banked sick leave transferred to the Retiree Fund HRA.  
494 The Retiree Fund HRA may be used for all IRS §213(d) eligible expenses, healthcare premiums  
495 under the County's health plan or any other healthcare plan available to the public and any  
496 other expenses allowable by the Retiree Fund HRA Plan. The maximum payout for the death of  
497 an employee is 135 days.

498  
499 Upon retirement or termination, all employees with banked sick leave will have those hours  
500 converted to a dollar amount based upon their regular rate of pay at the time of retirement or  
501 separation; the county will then deposit the full amount into a Retiree Fund HRA account for the  
502 employee or their eligible beneficiary.

503  
504 All employees reaching normal retirement or disability shall be eligible to continue in the  
505 County's health insurance group plan until the age of sixty-five (65). The retiree will be  
506 responsible for the premiums.

507  
508 Any employee who leaves the bargaining unit for an elected or appointed position with Brown  
509 County, who has banked sick leave, shall have their sick leave bank administered in  
510 accordance with this article at the time of their retirement or separation from Brown County. The  
511 employee's sick leave bank will be converted based upon their regular rate of pay at the time of  
512 their retirement or separation from Brown County.

513  
514 Employees who retired or separated prior to the ratification of this agreement who have a  
515 remaining balance in their sick leave bank (escrow account) will have the full balance as of  
516 December 2, 2016 deposited into a Retiree Fund HRA account to be used for eligible expenses  
517 as described above.

518  
519 ~~All employees will have their individual sick leave accumulated as of December 13, 1993 (the~~  
520 ~~ratification date of the 1993-1994 Agreement), up to the maximum of 135 days "banked" in a~~  
521 ~~sick leave accumulation account which may be used by the employee to supplement any 75%~~  
522 ~~of regular pay benefit received for a disability. Banked sick leave may be used to make the~~  
523 ~~employee whole for base pay earnings. However, no additional sick leave benefits will accrue~~  
524 ~~in the banked account unless they are vacation days earned but unused during the final three~~  
525 ~~(3) years of their employment with Brown County. All sick leave shall be subject to~~  
526 ~~administration by the department heads. In the event of the death of an employee said~~  
527 ~~employee's beneficiary will receive a payout equal to the sick leave balance in their account.~~  
528 ~~The maximum payout for the death of an employee is 135 days.~~

529  
530 ~~All employees reaching normal retirement or disability shall be eligible to continue in the~~  
531 ~~County's health insurance group plan until the age of sixty-five (65). The County shall pay all of~~  
532 ~~the monthly premium payable, provided that the total amount expended for such insurance for~~  
533 ~~each retired employee shall be limited to an amount equal to the value of any accumulated and~~  
534 ~~unused sick pay not to exceed 135 days, effective January 1, 1988, standing to the credit of that~~  
535 ~~employee as of that employee's date of retirement.~~  
536  
537 ~~After the amount expended for any employees reaching the limit for such employee, the monthly~~  
538 ~~premiums shall thereafter be paid by the employee.~~  
539  
540 1. ~~In the event that an employee, eligible under the sick leave provision and eligible for~~  
541 ~~retirement under the provision of the Wisconsin Retirement System dies prior to~~  
542 ~~retirement, the survivor of said employee shall be entitled to 100% of the accumulated~~  
543 ~~sick leave conversion as indicated above. In the event that an employee dies after~~  
544 ~~retirement, the survivor of said employee shall be entitled to continue drawing on such~~  
545 ~~fund as long as the surviving spouse does not remarry or the children of the deceased~~  
546 ~~employee are not dependent as determined by the dependency rules of the Internal~~  
547 ~~Revenue Code.~~  
548  
549 2. ~~Dependent children, in accordance with regular County policy, will be eligible to apply~~  
550 ~~the escrowed amount for health insurance premium payment purposes upon the death~~  
551 ~~of the surviving spouse. Remarriage of the surviving spouse will not terminate the~~  
552 ~~eligibility of dependent children from this benefit.~~  
553  
554 3. ~~Any funds remaining in the escrow account after death of the retiree, death or~~  
555 ~~remarriage of the surviving spouse, or death or ineligibility of dependent children shall~~  
556 ~~revert back to the County.~~  
557  
558 4. ~~This health insurance premium payment program for protective employees is mandatory~~  
559 ~~for all covered employees upon retirement and supersedes all previous sick leave~~  
560 ~~payment programs upon retirement sponsored by Brown County.~~  
561  
562 5. ~~If death of a covered protective service employee occurs before eligibility for retirement,~~  
563 ~~100% of the existing payment of accumulated sick leave will apply to the estate of the~~  
564 ~~deceased employee for purposes of payment of health insurance premiums in~~  
565 ~~accordance with the above policy.~~  
566  
567  
568

#### **Article 21. RETIREMENT CONTRIBUTION**

569 The employee shall contribute the full amount of the employee's share to the Wisconsin  
570 Retirement System (WRS) and as determined by the Employee Trust Funds (ETF).  
571

#### **Article 22. LEAVE OF ABSENCE**

572  
573  
574 (1) Policy. The Human Resources Manager may grant a regular employee leave  
575 without pay for a period not to exceed six (6) months. A leave of absence (LOA) is defined as  
576 an unpaid approved absence from work for a specified period of time for medical, parental,  
577 military or personal reasons. If an employee finds that he/she must be out of work for more than  
578 three (3) days, he or she should contact the Human Resources Department to determine if a  
579 LOA may be necessary.



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(2) Eligibility.

(a) All regular employees employed by Brown County may be eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism and departmental requirements will all be taken into consideration before a request is approved. Leave without pay shall be granted only when it is in the best interests of the County to do so. The interests of the employee shall be considered when he/she has shown by his/her record to be of more than average value to the County and when it is desirable to return the employee to service even at some sacrifice. Requests for leave of absence shall be approved prior to the taking of such leave. When such leave is requested as an extension of sick leave, an acceptable physician's certificate shall be included.

(b) Requests for unpaid personal leave may be denied or granted by Brown County for any reason or no reason and are within the sole discretion of the County. Approvals of the immediate supervisor, department director and the Human Resources Department are required.

(3) Unauthorized Absence. It is recognized that there may be extenuating circumstances for unauthorized absence, and due consideration shall be given each case. However, an employee who is absent from duty without approval may be considered as having abandoned his/her position, depending on the circumstances.

**Article 23. FUNERAL LEAVE**

(1) Employees shall have up to a five (5) working day leave of absence with pay in the event of the death of a member of their immediate family. Said leave of absence shall be given and allowed from the date of the death through the immediate subsequent six days following said date of death. This six (6) day time period may be extended at the discretion of the Sheriff. Compensation shall be at the regular hourly rate of said employee for a normal work day.

(2) Immediate family is defined as: wife, husband, father, mother, guardian, sister, and brother, child of employee, grandchildren, grandparents, father-in-law, mother-in-law, step-children, or stepparents.

(3) Employees will be entitled to compensation for one (1) day to attend the funeral of the spouse's grandparents or of a son-in-law or daughter-in-law, brother-in-law or sister-in-law, aunt or uncle of the employee or spouse. In the event an employee is required to act as a pallbearer at the funeral of someone outside of his/her immediate family, he/she shall be granted one (1) day off to do so.

(4) Regular part-time employees are eligible for bereavement days off as stated above, beginning on the succeeding calendar days starting on the date of death. If during this leave the employee has scheduled work days, the employee will be paid for those scheduled work days and hours only. The employee will not be paid for any of these days which are non-scheduled work days. Should any death occur during an employee's vacation he/she shall receive additional time off with pay for any scheduled work day affected at a time mutually agreed upon by the employee and department.

**Article 24. DRUG TESTING**

631 Employees are subject to drug and alcohol testing in accordance with law.

632

633 **Article 25. AMENDMENT PROVISIONS**

634

635 This Agreement is subject to amendment, alteration, or addition only by a subsequent written  
636 agreement between and executed by the County and the Bargaining Unit where mutually  
637 agreeable. The waiver of any breach, term or condition of this Agreement by either party shall  
638 not constitute a precedent in future enforcement of all its terms and conditions.

639

640 **Article 26. SAVINGS CLAUSE**

641

642 If any article or section of this Agreement or any Addendum thereto should be held invalid by  
643 operation of law or by any tribunal of competent jurisdiction, or if compliance with or  
644 enforcement of any article or section should be restrained by such tribunal, the remainder of this  
645 Agreement and Addendum shall not be affected thereby, and the parties shall enter into  
646 immediate collective bargaining negotiations for the purpose of arriving at a mutually  
647 satisfactory replacement for such article or section.

648

649 **Article 27. TERMS OF AGREEMENT**

650

651 This Agreement will become effective as of January 1, ~~2015~~2017, and will remain in force and  
652 effect up to and including December 31, ~~2016~~2019.

653

654 **MAINTAIN THE TERMS UNTIL THE NEXT AGREEMENT IS NEGOTIATED**

FOR THE COUNTY:

\_\_\_\_\_  
Sandra L. Juno                      Date  
County Clerk

\_\_\_\_\_  
Troy Streckenbach                      Date  
County Executive

\_\_\_\_\_  
Kathryn Roellich                      Date  
Human Resources Director

FOR THE ASSOCIATION:

\_\_\_\_\_  
Lt. Jim Valley                      Date  
President

**No. 10c -- RESOLUTION DIRECTING COUNTY BOARD STAFF TO RETAIN AUDIO RECORDINGS OF MEETINGS FOR SEVEN YEARS.**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**\*AS AMENDED AT ADMINISTRATION COMMITTEE ON 06-26-2018\***

**WHEREAS**, audio recordings of meetings are currently made and used by County Board Staff to refresh their recollection of what occurred at meetings when they prepare Minutes; and

**WHEREAS**, such audio recordings are considered to be 'Notes' used to prepare a 'Final Document' (Minutes) under the WI Public Records Law; and

**WHEREAS**, Notes are typically not subject to Public Records Requests, and are therefore not required to be retained for any period of time, but the Minutes the Notes are used to prepare are final documents and are subject to Public Record Requests; and

**WHEREAS**, it is desirable to require that audio recordings of meetings be retained; and

**WHEREAS**, if this Resolution passes and requires that audio recordings of meetings be retained, then said audio recordings will become an Official Record and must be retained for seven years per WI law.

**NOW THEREFORE BE IT RESOLVED**, by the Brown County Board of Supervisors, that County Board Staff are hereby directed to retain any audio recordings of meetings that are in their possession now and/or in the future for a period of seven years after the date recorded.

*Drafting Note: The words "...after the date recorded. . ." above were added by the Administration Committee on 06-26-2018.*

Respectfully submitted,

ADMINISTRATION COMMITTEE  
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 07/23/2018

Authored by Corporation Counsel  
Approved by Corporation Counsel

*Fiscal Note: This resolution does not require an appropriation from the General Fund because the County Board Staff currently engage in this practice.*

A motion was made by Supervisor Lund and seconded by Supervisor Borchardt **"to adopt."**  
Voice vote taken. Motion carried unanimously with no abstentions.

**ATTACHMENT TO RESOLUTION #10C**  
**ON THE FOLLOWING PAGE**

CORPORATION COUNSEL

*Brown County*

305 EAST WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WISCONSIN 54305-3600



**David P. Hemery**  
Corporation Counsel

PHONE: (920) 448-4006  
FAX: (920) 448-4003  
EMAIL: [David.Hemery@co.brown.wi.us](mailto:David.Hemery@co.brown.wi.us)

**RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD**

**DATE:** 07-05-2018  
**REQUEST TO:** Exec Comm and County Board (already went to Admin Comm on 06-26-2018)  
**MEETING DATE:** 07-09-2018 and 07-18-2018  
**REQUEST FROM:** David P. Hemery  
Corporation Counsel (Per request of Admin Comm on 06-26-2018)

**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

**TITLE:** \*AS AMENDED AT ADMIN COMM ON 06-26-2018\* - RESOLUTION DIRECTING COUNTY BOARD STAFF TO RETAIN AUDIO RECORDINGS OF MEETINGS FOR SEVEN YEARS

**ISSUE/BACKGROUND INFORMATION:**

On 06-26-2018, the Admin Comm amended the proposed Resolution requiring County Board Staff to retain audio recordings of meetings for seven years by adding the words "...after the date recorded..." The attached Amended Resolution incorporates that amendment into the original proposed resolution.

**ACTION REQUESTED:**

Consideration of Resolution

**FISCAL IMPACT:**

**NOTE:** This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No, the County Board Staff is already retaining audio of meetings.
  - a. If yes, what is the amount of the impact? \$
  - b. If part of a bigger project, what is the total amount of the project?
  - c. Is it currently budgeted? ☐ Yes ☐ No
    1. If yes, in which account?
    2. If no, how will the impact be funded?

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

10c

**No. 10d -- RESOLUTION REGARDING CHANGE IN TABLE OF ORGANIZATION FOR THE TECHNOLOGY SERVICES DEPARTMENT ENTERPRISE WEB AND SOCIAL MEDIA SPECIALIST.**

A motion was made by Supervisor Van Dyck and seconded by Supervisor Hoyer “**to receive and place on file.**” Voice vote taken. Motion carried unanimously with no abstentions.

**Education & Recreation Committee and Executive Committee**

**No. 10e -- RESOLUTION TO APPROVE AND ACCEPT THE DONATION OF A .772 ACRE PARCEL OF LAND WITHIN THE VILLAGE OF HOWARD ADJACENT TO THE BARKHAUSEN WATERFOWL PRESERVE.**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**WHEREAS**, the Volletz Family is the owner of property located at 1031 Lineville Road, Village of Howard, Brown County, Wisconsin (Volletz Parcel); and

**WHEREAS**, the Volletz Family has contacted the Brown County Parks Department and expressed interest in donating this .772 acre parcel which is adjacent to a tract of land owned by Brown County (a/k/a Barkhausen Waterfowl Preserve); and

**WHEREAS**, the Volletz Family has requested a memorial bench be placed in honor of John and Jean Volletz at a cost of \$500, to be funded through the Parks Trust fund account; and

**WHEREAS**, the Volletz Parcel is surrounded to the west by a small parking and trailhead area, and to the south by undeveloped upland forests, and accepting this donation would meet the Brown County Parks and Outdoor Recreation Plan 2017-2022, which was adopted by the County Board of Supervisors on May 17, 2017; and

**WHEREAS**, it is desirable to accept this donation of land for the public benefit.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Brown County Board of Supervisors that it hereby approves of and accepts the donation of land by the Volletz Family, located at 1031 Lineville Road in the Village of Howard and as described above, and hereby directs County Administration to take any and all actions necessary to effectuate this donation of land.

Respectfully submitted,

EDUCATION AND RECREATION  
COMMITTEE  
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 07/23/2018

Authored by Parks Department



Final Draft Approved by Corporation Counsel

*Fiscal Impact: This resolution does not require an appropriation from the General Fund. The associated expense of \$530 is budgeted for in the Parks Department's 2018 Repairs and maintenance Grounds budget line.*

A motion was made by Supervisor Landwehr and seconded by Supervisor Ballard **“to adopt.”**  
Voice vote taken. Motion carried with Supervisor Suennen abstaining.

**ATTACHMENT TO RESOLUTION #10E**

**ON THE FOLLOWING PAGE**



PO BOX 23600  
GREEN BAY WI 54305

PHONE (920) 448-4464 FAX (920) 448-4054  
E-MAIL KRIESE\_MM@CO.BROWN.WI.US

MATTHEW M. KRIESE  
ASSISTANT PARK DIRECTOR

#### RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

**DATE:** 06/12/2018  
**REQUEST TO:** Education and Recreation Committee and Exec Comm  
**MEETING DATE:** 06/28/2018 and 07-09-2018  
**REQUEST FROM:** Matt Kriese

**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

**TITLE:** Resolution to Approve and Accept the Donation of a .772 Acre Parcel of Land within the Village of Howard Adjacent to Barkhausen Waterfowl Preserve

#### ISSUE/BACKGROUND INFORMATION:

The Volletz Family contacted the Parks Department and expressed interest in donating a parcel of land. The land is surrounded by county park land on the west and south sides. The donation would meet our 2017-2022 Comprehensive Outdoor Recreation Plan.

#### ACTION REQUESTED:

It is desired that the County Board of Supervisors approve and accept this donation of land.

#### FISCAL IMPACT:

*NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☒ Yes ☐ No
  - a. If yes, what is the amount of the impact? \$ 530 – recording fee and bench
  - b. If part of a bigger project, what is the total amount of the project?  
\$ \_\_\_\_\_
  - c. Is it currently budgeted? ☒ Yes ☐ No
    1. If yes, in which account? 120.062.400.5307.400
    2. If no, how will the impact be funded?  
\_\_\_\_\_

***x COPY OF RESOLUTION OR ORDINANCE IS ATTACHED***

10e

**Executive Committee**

No. 10f -- **RESOLUTION FOR ALL REGULARLY SCHEDULED STANDING COMMITTEES TO MEET ON OR BETWEEN MONDAYS AND THURSDAYS, AND TO BEGIN THEIR MEETINGS ON OR BETWEEN 5:00 PM AND 7:30 PM, STARTING WITH THE NEXT TERM OF THE COUNTY BOARD.**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**WHEREAS**, to encourage participation and information gathering at regularly scheduled Standing Committee Meetings, it is desirable for regularly scheduled Standing Committee Meetings to be held on or between Mondays and Thursdays, and for said meetings to begin on or between the hours of 5:00 pm and 7:30 pm.

**NOW THEREFORE BE IT RESOLVED**, by the Brown County Board of Supervisors, that regularly scheduled Standing Committee Meetings shall be held on or between Mondays and Thursdays, and shall begin on or between 5:00 pm and 7:30 pm, ~~starting with the next term of the Brown County Board of Supervisors.~~

*\*As amended by the Brown County Board of Supervisors on 7/18/2018.*

Respectfully submitted,  
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 07/23/2018

Authored by Corporation Counsel  
Approved by Corporation Counsel

*Fiscal Note: This resolution does not require an appropriation from the General Fund because the County Board Staff currently engage in this practice.*

A motion was made by Supervisor Evans and seconded by Supervisor De Wane **“to receive and place on file.”** Roll call vote taken.

Roll Call:

Aye: Nicholson, Lefebvre, Evans, Buckley, Landwehr, Dantine.

Nay: Sieber, De Wane, Hoyer, Gruszynski, Erickson, Borchardt, Vander Leest, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Deslauriers, Tran, Moynihan, Suennen, Schadewald, Lund, Becker.

Total Ayes: 6                      Total Nays: 20

Motion failed.

Following the failed motion, a motion was made by Vice Chair Lund and seconded by Supervisor Sieber **“to adopt.”**

Following the motion to adopt, a motion was made by Supervisor Evans and seconded by Supervisor Becker **“to amend the Resolution by striking ‘starting with the next term of the Brown County Board of Supervisors’.”**

Following the motion to amend, David Hemery, Corporation Counsel, answered questions regarding the legality of the Resolution’s verbiage.

Following the discussion from Corporation Counsel, a motion was made by Vice Chair Lund and seconded by Supervisor De Wane **“to refer back to Executive Committee.”** Roll call vote taken.

Roll Call:

Aye: De Wane, Nicholson, Lefebvre, Evans, Buckley, Landwehr, Dantine, Kaster, Van Dyck, Deslauriers, Moynihan, Schadewald, Lund.

Nay: Sieber, Hoyer, Gruszynski, Erickson, Borchardt, Vander Leest, Brusky, Ballard, Linssen, Kneiszel, Tran, Suennen, Becker.

Total Ayes: 13                      Total Nays: 13

Motion failed.

Following the failed referral, a roll call vote was taken on Supervisor Evan’s motion to amend.

Roll Call:

Aye: Sieber, De Wane, Hoyer, Gruszynski, Lefebvre, Borchardt, Evans, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Deslauriers, Tran, Suennen, Schadewald, Becker.

Nay: Nicholson, Erickson, Vander Leest, Buckley, Landwehr, Dantine, Moynihan, Lund.

Total Ayes: 18                      Total Nays: 8

Motion carried.

A roll call vote was then taken on Supervisor Evan’s motion **“to approve as amended.”** Roll call vote taken:

Roll Call:

Aye: Sieber, De Wane, Hoyer, Gruszynski, Lefebvre, Borchardt, Evans, Dantinne, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Deslauriers, Tran, Suennen, Lund, Becker.

Nay: Nicholson, Erickson, Vander Leest, Buckley, Landwehr, Moynihan, Schadewald.

Total Ayes: 19

Total Nays: 7

Motion passed.

**ATTACHMENT TO RESOLUTION #10F**

**ON THE FOLLOWING PAGE**

CORPORATION COUNSEL

*Brown County*

305 EAST WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WISCONSIN 54305-3600



PHONE: (920) 448-4006  
FAX: (920) 448-4003  
EMAIL: [David.Hemery@co.brown.wi.us](mailto:David.Hemery@co.brown.wi.us)

**David P. Hemery**  
Corporation Counsel

**RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD**

**DATE:** 07-05-2018  
**REQUEST TO:** Exec Committee and County Board  
**MEETING DATE:** 07-09-2018 and 07-18-2018  
**REQUEST FROM:** David P. Hemery  
Corporation Counsel (Per request of Exec Comm on 06-11-2018)  
**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance  
**TITLE:** RESOLUTION FOR ALL REGULARLY SCHEDULED STANDING COMMITTEES TO MEET ON OR  
BETWEEN MONDAYS AND THURSDAYS, AND TO BEGIN THEIR MEETINGS ON OR BETWEEN 5:00  
PM AND 7:30 PM, STARTING WITH THE NEXT TERM OF THE COUNTY BOARD

**ISSUE/BACKGROUND INFORMATION:**

On 06-11-2018, in order to encourage participation and information gathering, the Exec Comm directed Corp Counsel to prepare a RESOLUTION FOR ALL REGULARLY SCHEDULED STANDING COMMITTEES TO MEET ON OR BETWEEN MONDAYS AND THURSDAYS, AND TO BEGIN THEIR MEETINGS ON OR BETWEEN 5:00 PM AND 7:30 PM, STARTING WITH THE NEXT TERM OF THE COUNTY BOARD.

**ACTION REQUESTED:**

Consideration of Resolution

**FISCAL IMPACT:**

**NOTE:** This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
  - a. If yes, what is the amount of the impact? \$
  - b. If part of a bigger project, what is the total amount of the project?
  - c. Is it currently budgeted? ☐ Yes ☐ No
    1. If yes, in which account?
    2. If no, how will the impact be funded?

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

1 of

No. 10g -- **AN ORDINANCE TO AMEND SECTION 2.13 (MEETINGS, AGENDAS) BY CREATING SUBSECTION 2.13(7) (RE MILEAGE REIMBURSEMENT) IN CHAPTER 2 OF THE BROWN COUNTY CODE OF ORDINANCES.**

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

**Section 1** - Subsection 2.13(7) of Chapter 2 of the Brown County Code of Ordinances is hereby created as follows:

**(7) Mileage reimbursement for County Board Supervisors that attend County Board Meetings and/or Committee Meetings.** County Board Supervisors that attend County Board Meetings and/or Committee Meetings shall be reimbursed for mileage as required by Wis. Stats. Sections 59.10(3) and 59.13(2), as they exist now and as they may be amended in the future.

- (a) **Attending County Board Meetings.** County Board Supervisors shall, upon request, be reimbursed for mileage, at the rate established by the County Board as the standard mileage allowance for all county employees and officers, for attending up to 30 Days of County Board Meetings in a calendar year, including mileage incurred as a result of going to and returning from said meetings by using the most usual traveled route.
- (b) **Attending Standing Committee Meetings.** County Board Supervisors shall, upon request, be reimbursed for mileage, at the rate established by the County Board as the standard mileage allowance for all county employees and officers, for attending up to 30 Days per calendar year of Standing Committee Meetings regarding Standing Committees which they are a member of, including mileage incurred as a result of going to and returning from said meetings by using the most usual traveled route. Mileage reimbursement shall not be paid for attending more than 2 Standing Committee Meetings per day.

**Section 2** - This Ordinance Amendment shall become effective upon passage and publication pursuant to law.

Respectfully submitted,  
EXECUTIVE COMMITTEE

Approved By:

/s/ Troy Streckenbach                      07/23/2018  
COUNTY EXECUTIVE                      (Date)

/s/ Sandra L. Juno                      07/20/2018  
COUNTY CLERK                      (Date)

/s/ Patrick W. Moynihan, Jr.              07/18/2018  
COUNTY BOARD CHAIR              (Date)

Authored by: Corporation Counsel

Approved by: Corporation Counsel

*Fiscal Impact: This Ordinance requires an appropriation from the General Fund. General Fund dollars would be transferred to County Board's 2018 Budget to cover year end mileage shortfall. An expense of \$4,507.37 is projected to be incurred if all County Board members claim mileage for County Board and Committee meetings within a given year.*

A motion was made by Supervisor Erickson and seconded by Vice Chair Lund **“to adopt.”** Roll call vote taken.

Roll Call:

Aye: De Wane, Nicholson, Hoyer, Gruszynski, Lefebvre, Erickson, Borchardt, Evans, Vander Leest, Landwehr, Brusky, Ballard, Kaster, Linssen, Kneiszel, Deslauriers, Tran, Moynihan, Suennen, Schadewald, Lund, Becker.

Nay: Sieber, Buckley, Dantine, Van Dyck.

Total Ayes: 22                      Total Nays: 4

**ATTACHMENTS TO ORDINANCE #10G**  
**ON THE FOLLOWING PAGES**



BOARD OF SUPERVISORS

*Brown County*

305 EAST WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WISCONSIN 54305-3600



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Dan Process  
Internal Audit

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 07-05-2018  
REQUEST TO: Executive Committee, and County Board  
MEETING DATE: 07-09-2018 and 07-18-2018, respectively  
REQUEST FROM: Dan Process, Internal Audit, per County Board Chairperson  
REQUEST TYPE: ☐ New resolution ☐ Revision to resolution  
☐ New ordinance ☒ Revision to ordinance

TITLE: AN ORDINANCE TO AMEND SECTION 2.13 (MEETINGS, AGENDAS)  
BY CREATING SUBSECTION 2.13(7) (RE MILEAGE REIMBURSEMENT)  
IN CHAPTER 2 OF THE BROWN COUNTY CODE OF ORDINANCES

ISSUE/BACKGROUND INFORMATION:

Amendment to Ordinance to clarify the current law re mileage reimbursement for County Board Supervisors that attend County Board Meetings and Standing Committee Meetings.

ACTION REQUESTED:

Review, approve and forward to County Board.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
  - a. If yes, what is the amount of the impact? \$4,507.37
  - b. If part of a bigger project, what is the total amount of the project? \$ \_\_\_\_\_
  - c. Is it currently budgeted? ☐ Yes ☒ No
    1. If yes, in which account? \_\_\_\_\_
    2. If no, how will the impact be funded? Fiscal Impact: This Ordinance requires an appropriation from the General Fund. General Fund dollars would be transferred to County Board's 2018 Budget to cover year end mileage shortfall. An expense of \$4,507.37 is projected to be incurred if all County Board members claim mileage for County Board and Committee meetings within a given year.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

109

**Brown County Board of Supervisors  
Internal Audit**

**Fiscal Impact - An Ordinance to Amend Section 2.13 (Meetings, Agendas By Creating Subsection 2.13(7) (Re Mileage Reimbursement) In Chapter 2 of the Brown County Ordinances**

Meeting Address	Distance (Miles) from Home*		Anticipated Mileage Per Calendar Year ✓	Mileage Re- imbursement Rate (2018)	Estimated Fiscal Impact (Mileage x Rate)
	One Way*	Round Trip*			
<u>Standing Committee</u> <u>Meetings</u> - 305 E. Walnut Street, Green Bay WI 54301	171.3	342.6	5139.0	\$ 0.436	\$ 2,240.60
<u>County Board Meetings</u> - 100 North Jefferson Street, Green Bay, WI 54301	173.3	346.6	5199.0	\$ 0.436	\$ 2,266.76
					\$ 4,507.37

☒ All standing committee meetings are based on the following location - 305 E. Walnut Street.

\* Based on Google Maps (If applicable, the lowest mileage option was selected.)

✓ Based on the anticipated number of meetings per calendar year per Supervisor (15 standing committee meetings and 15 County Board meetings).

109

No. 10h -- **AN ORDINANCE TO AMEND CHAPTER 2 (COUNTY BOARD OF SUPERVISORS) OF THE BROWN COUNTY CODE OF ORDINANCES BY CREATING SECTION 2.17 (RE COUNTY EMAIL USE).**

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

**Section 1** - Section 2.17 of Chapter 2 of the Brown County Code of Ordinances is hereby created as follows:

**2.17 COUNTY EMAIL USE BY COUNTY BOARD SUPERVISORS.** This Section shall take effect on April 21, 2020. In order to facilitate compliance with the WI Public Records and Open Meetings Laws, Brown County provides each County Board Supervisor with an official County Email Address/Account. County Board Supervisors are not required to use email for any purpose, but when choosing to use email to conduct official County business and/or to act in their official capacity as County Board Supervisors, County Board Supervisors are required to only use their official County Email Address/Account. The Brown County Department of Technology Services shall not honor any request to allow a County Board Supervisor to use anything other than their official County Email Address/Account, and shall not facilitate forwarding a County Board Supervisor's emails to another personal email address/account as that could frustrate the WI Public Records and Open Meetings Laws.

**Section 2** - This Ordinance Amendment shall become effective upon passage and publication pursuant to law on April 21, 2020.\*

*Fiscal Impact: This ordinance does not require an appropriation from the General Fund.*

\*As amended by the Brown County Board of Supervisors on 07-18-2018.

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

/s/ Troy Streckenbach                      07/25/2018  
COUNTY EXECUTIVE                      (Date)

/s/ Sandra L. Juno                      07/25/2018  
COUNTY CLERK                      (Date)

/s/ Patrick W. Moynihan, Jr.              07/26/2018  
COUNTY BOARD CHAIR              (Date)

Authored by: Corporation Counsel

Approved by: Corporation Counsel

*Fiscal Impact: This ordinance does not require an appropriation from the General Fund.*

A motion was made by Supervisor Nicholson and seconded by Suennen **"to adopt."**

Following the motion to adopt, a motion was made by Supervisor Deslauriers and seconded by Supervisor Becker **“to amend the Ordinance by striking ‘upon passage and publication pursuant to law’ and replacing with ‘April 21, 2020’”** Voice vote taken. Motion carried unanimously with no abstentions.

A roll call vote was then taken on Supervisor Deslaurier’s motion **“to approve as amended.”**

Roll Call:

Aye: Sieber, De Wane, Nicholson, Hoyer, Lefebvre, Erickson, Borchardt, Evans, Vander Leest, Buckley, Dantine, Brusky, Ballard, Kaster, Van Dyck, Kneiszel, Tran, Moynihan, Suennen, Schadewald, Lund, Becker.

Nay: Gruszynski, Landwehr, Linssen, Deslauriers.

Total Ayes: 22                      Total Nays: 4

Motion carried.

**ATTACHMENT TO ORDINANCE #10H**  
**ON THE FOLLOWING PAGE**

CORPORATION COUNSEL

*Brown County*

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David P. Hemery  
Corporation Counsel

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 07-04-2018  
REQUEST TO: Executive Committee, and County Board  
MEETING DATE: 07-09-2018 and 07-18-2018, respectively  
REQUEST FROM: Dave Hemery, Corp Counsel, per County Board Chairperson  
REQUEST TYPE: ☐ New resolution ☐ Revision to resolution  
☐ New ordinance ☒ Revision to ordinance

**TITLE: AN ORDINANCE TO AMEND CHAPTER 2 (COUNTY BOARD OF SUPERVISORS)  
OF THE BROWN COUNTY CODE OF ORDINANCES  
BY CREATING SECTION 2.17 (RE COUNTY EMAIL USE)**

**ISSUE/BACKGROUND INFORMATION:**

Amendment to Ordinance to ensure County Board Supervisors only use their official County Email Address/Account when conducting official County business and/or acting in their official capacity in order to comply with the WI Public Records and Open Meetings Laws.

**ACTION REQUESTED:**

Review, approve and forward to County Board.

**FISCAL IMPACT:**

*NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☐ Yes ☒ No
  - a. If yes, what is the amount of the impact? \$\_\_\_\_\_
  - b. If part of a bigger project, what is the total amount of the project? \$\_\_\_\_\_
  - c. Is it currently budgeted? ☐ Yes ☒ No
    1. If yes, in which account? \_\_\_\_\_
    2. If no, how will the impact be funded? \_\_\_\_\_

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

10h

**Special Planning, Development, & Transportation Committee and Executive Committee**

**No. 10j -- RESOLUTION TO APPROVE THE BROWN COUNTY STEM INNOVATION CENTER PROJECT.**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**WHEREAS**, a December 22, 2016 letter signed by 55 Brown County community and business leaders was sent to Wisconsin Governor Scott Walker to collectively support and encourage the inclusion of \$5,000,000 of funding through the Wisconsin State Building Commission toward the \$15,000,000 construction of the proposed Brown County STEM (Science, Technology, Engineering and Math) Innovation Center; and

**WHEREAS**, the STEM Innovation Center will serve as a focal point of the region's growth plans by providing science, technology, engineering and math education, information and training to meet the needs of the area's manufacturing sector; and

**WHEREAS**, the office, lab, and warehouse building will accommodate, in addition to the university's mechanical engineering program, various tenants such as: The Einstein Project, a private non-profit organization dedicated to the development and distribution of STEM education materials; UW-Extension Agriculture and Horticulture programs; and Brown County Land and Water Conservation offices; and

**WHEREAS**, the Wisconsin Legislature has determined that it is in the public interest, and consistent with the public policy of this state, to assist Brown County in the construction of the STEM Innovation Center by providing financial support for its development; and

**WHEREAS**, at its February 9, 2018 meeting, the UW Board of Regents approved the creation of the Bachelor of Science in Mechanical Engineering Degree, and the establishment of a School of Engineering at UW-Green Bay, to be located within the STEM Innovation Center building; and

**WHEREAS**, Brown County is requesting that the State of Wisconsin Building Commission, at their August 8, 2018 meeting, authorize the release of \$5,000,000 in general fund supported borrowing to aid Brown County in the construction of the STEM Innovation Center, with state funding support to be in the form of a grant; and

**WHEREAS**, as required by the terms of the grant, as enumerated in 2017 Wisconsin Act 59, and as stated in Section 13.48(33s), Wis. Stats., the \$10,000,000 balance of the projected \$15,000,000 total project cost must come from non-state revenue sources; and

**WHEREAS**, consistent with the provisions of 2017 Wisconsin Act 59, Brown County has secured sufficient additional funding from non-state donations for the STEM Innovation Center by budgeting \$5,000,000 in Brown County Sales and Use Tax funds for the STEM Innovation Center project, and will verify via a Letter of Commitment from the University of Wisconsin – Green Bay Foundation that pledges of \$5,000,000 in community donated funds have also been secured; and

**WHEREAS**, at their June 8, 2018 meeting, the UW Board of Regents resolved that, upon the recommendation of the UW-Green Bay Chancellor and the President of the University of Wisconsin System, authority be granted to execute a Ground Lease and allow Brown County to construct a 63,000 square foot building on 7.9 acres of land on the UW-Green Bay campus; and

**WHEREAS**, Brown County has contracted with Somerville, Inc. (Architects and Engineers) to complete architecture and engineering services for the design of the STEM Innovation Center; and

**WHEREAS**, the building partners have worked cooperatively to design a building that will promote private/public collaborative STEM programming to support the continued development of the manufacturing industry cluster in Brown County and Northeast Wisconsin; and

**WHEREAS**, construction plans for the STEM Innovation Center have been provided to the Wisconsin Department of Administration for review and approval; and

**WHEREAS**, construction bids for the STEM Innovation Center project have been received and approved; and

**WHEREAS**, the STEM Innovation Center will serve as the catalyst for development of the 63 acre Phoenix Innovation Park on the UWGB campus; and

**WHEREAS**, it will be necessary to enter into a Ground Lease between Brown County and UW-Green Bay, to allow Brown County to construct a 63,000 square foot building on the 7.9 acres of land on the UW-Green Bay campus and for the 63 acre Phoenix Innovation Park; and

**WHEREAS**, it will be necessary for Brown County to enter into a Lease Agreement with UW-Green Bay to allow for UW-Green Bay's use of the STEM Innovation Center Building, and to require rent to cover their pro-rata share of operation and maintenance expenses associated with the building and otherwise; and

**WHEREAS**, it will be necessary for Brown County to enter into a Lease Agreement with The Einstein Project to allow for The Einstein's Project's use of the STEM Innovation Center Building, and to require rent to cover their pro-rata share of operation and maintenance expenses associated with the building and otherwise; and

**WHEREAS**, it will be necessary for Brown County to enter into Lease Agreements with other entities to allow for other entities' use of the STEM Innovation Center Building, and/or of other land or structures in the 63 acre Phoenix Innovation Park that may be developed by Brown County in the future, for purposes consistent with and/or related to the purpose of the STEM Innovation Center, and to require rent to cover the other entities' pro-rata share of operation and maintenance expenses associated with the building and otherwise; and

**WHEREAS**, it will be necessary for Brown County to enter into a Grant Agreement and a Use Restriction Agreement with the State of Wisconsin Department of Administration to enable the release of \$5,000,000 of Wisconsin State Building Commission Grant funds as reimbursement for construction expenses associated with the STEM Innovation Center; and

**WHEREAS**, the UW-Green Bay Foundation has documented \$5,000,000 in community pledges through fund raising efforts, and payments toward said pledges will occur over multiple

years, requiring Brown County to provide a bridge loan from the General Fund to the UW-Green Bay Foundation, conditioned on a Letter of Guarantee to repay the loan by December of 2023.

**NOW THEREFORE BE IT RESOLVED**, by the Brown County Board of Supervisors, that, as long as and after Brown County receives from the University of Wisconsin – Green Bay Foundation a Letter of Commitment acceptable to County Administration and as described below, the County Board authorizes and directs the County Administration to negotiate and enter into Leases and Agreements substantially similar to the below mentioned Leases and Agreements (attached to, incorporated into and made part of this Resolution by attachment and reference), and that it hereby authorizes and directs the County of Brown, by and through County Administration, to take any and all actions necessary to effectuate and execute such in accordance with this Resolution:

1. **Ground Lease Agreement** with the University of Wisconsin-Green Bay (for Brown County to construct the STEM Innovation Center)(copy attached);
2. **Lease Agreement** with the University of Wisconsin-Green Bay (for Brown County to lease space to the University of Wisconsin-Green Bay)(copy attached);
3. **Lease Agreement** with The Einstein Project (for Brown County to lease space to The Einstein Project)(copy attached);
4. **Lease Agreements** with other entities with terms and conditions substantially similar to the Lease Agreements mentioned above (for Brown County to lease space in the STEM Innovation Center Building, and/or of other land or structures in the 63 acre Phoenix Innovation Park that may be developed by Brown County in the future, for purposes consistent with and/or related to the purpose of the STEM Innovation Center, and to require rent to cover the other entities' pro-rata share of operation and maintenance expenses associated with the building and otherwise);
5. **Grant Agreement** between the State of Wisconsin Department of Administration and Brown County (for the state to reimburse Brown County for STEM Innovation Center construction expenses incurred by Brown County in the amount of \$5,000,000)(copy attached);
6. **Use Restriction Agreement** between the State of Wisconsin Department of Administration and Brown County (to ensure that the grant funds from the state will be primarily used to the cover costs of construction of the STEM Innovation Center, and that the property and building will be used for purposes consistent with and/or related to the purpose of the STEM Innovation Center)(copy attached); and
7. **Letter of Guarantee** between the University of Wisconsin-Green Bay Foundation and Brown County (to reimburse a bridge loan to be made from Brown County to the University of Wisconsin-Green Bay Foundation in an amount not to exceed \$5,000,000 to be repaid by December of 2023 via pledged community donations to the University of Wisconsin-Green Bay Foundation, with terms and conditions as deemed appropriate by County Administration).

Respectfully submitted,

EXECUTIVE COMMITTEE  
PLANNING, DEVELOPMENT AND  
TRANSPORTATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 07/23/2018

Authored by Corporation Counsel  
Approved by Corporation Counsel



*Fiscal Note: This resolution does not require an appropriation from the general fund in 2018, however it obligates Brown County to provide a loan to the University of Wisconsin Green Bay Foundation of roughly \$2,498,200 in 2019 to cover their portion of the construction cost that will be repaid to Brown County by December of 2023. Total projected construction cost is \$15,000,000 of which the County, State, and UWGB will each contribute \$5,000,000. UWGB's \$5,000,000 contribution is made up of private pledges they will be received yearly for this project.*

A motion was made by Supervisor Sieber and seconded by Supervisor Becker **“to adopt.”**  
Voice vote taken. Motion carried unanimously with no abstentions.

## **ATTACHMENTS TO RESOLUTION #10J**

### **ON THE FOLLOWING PAGES**

PLANNING COMMISSION

Brown County



305 E. WALNUT STREET, ROOM 320  
P.O. BOX 23600  
GREEN BAY, WISCONSIN 54305-3600

CHUCK LAMINE, AICP

PHONE (920) 448-6480 FAX (920) 448-4487  
WEB SITE www.co.brown.wi.us/planning

PLANNING DIRECTOR

RESOLUTION SUBMISSION TO COUNTY BOARD

DATE: July 12, 2018  
REQUEST TO: \*Special\* Joint PD&T-Exec Committee; and County Board  
MEETING DATE: July 18, 2018 *Chuck Lamine*  
REQUEST FROM: Chuck Lamine, Planning Director, Planning and Land Services

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION TO APPROVE THE BROWN COUNTY STEM INNOVATION CENTER PROJECT

ISSUE/BACKGROUND INFORMATION:

This resolution is in regard to the County being able to enter into a ground lease with UW-Green Bay, to allow Brown County to construct a 63,000 square foot building on the 7.9 acres of land on the UW-Green Bay campus and to enter into a ground lease for the entire 63 acre Phoenix Innovation Park. To enter into lease agreements with UW-Green Bay and with The Einstein Project to allow for use of the STEM Innovation Center Building, and to require rent to cover their pro-rata shares of operation and maintenance expenses associated with the building. To enter into lease agreements with other entities to allow for other entities' use of the STEM Innovation Center Building, and/or of other land or structures in the 63 acre Phoenix Innovation Park that may be developed by Brown County in the future. To enter into a grant agreement and a use restriction agreement with the state of Wisconsin Department of Administration to enable the release of \$5,000,000 of Wisconsin State Building Commission Grant funds as reimbursement for construction expenses associated with the STEM Innovation Center and to provide a bridge loan from the general fund to the UW-Green Bay Foundation, conditioned on a Letter of Guarantee to repay the loan by December of 2023.

ACTION REQUESTED:

Approval of Resolution

FISCAL IMPACT:

NOTE:

1. Is there a fiscal impact? ☒ Yes ☐ No  
a. If yes, what is the amount of the impact?

This resolution does not require an appropriation from the general fund in 2018, however it obligates Brown County to provide a loan to the University of Wisconsin Green Bay Foundation of roughly \$2,498,200 in 2019 to cover their portion of the construction cost that will be repaid to Brown County by December of 2023. Total projected construction cost is \$15,000,000 of which the County, State, and UWGB will each contribute \$5,000,000. UWGB's \$5,000,000 contribution is made up of private pledges they will be received yearly for this project.

☒ COPY OF RESOLUTION IS ATTACHED

10j

**UNIVERSITY OF WISCONSIN – GREEN BAY  
STEM INNOVATION GROUND LEASE**

This Lease is made, executed and delivered by and between the Board of Regents of the University of Wisconsin System with its principal place of business located at 1860 Van Hise Hall, 1220 Linden Drive, Madison, Wisconsin, 53706 (“**Landlord**”) and Brown County with its principal place of business located at 305 E. Walnut Street, Green Bay, Wisconsin, 54301 (“**Tenant**”).

**GRANT AND TERM**

**1. Premises.** In consideration of rents, terms, covenants and agreements to be performed and observed by Tenant, as hereinafter set forth, Landlord rents to Tenant, and Tenant rents from Landlord, certain real estate located in the City of Green Bay, Brown County, Wisconsin, described in **Exhibit A**, attached hereto, together with all rights and appurtenances belonging or appertaining thereon (“**Premises**”).

**2. Initial Term.** The initial term of this Lease shall be for twenty (20) years. The initial term shall commence on \_\_\_\_\_ and shall end at 12:00 midnight a full twenty years after the commencement date, unless otherwise terminated earlier hereunder.

**3. Lease Year.** The term “lease year” shall mean a period of twelve (12) consecutive calendar months. The first lease year shall begin on \_\_\_\_\_.

**4. Option to Extend and Notice of Option.** Tenant is hereby granted two (2) options to extend the term of this Lease for twenty (20) years each, such extended terms to begin upon the expiration of the initial term of this Lease or first extended term as the case may be; and all terms, covenants and provisions of this Lease shall apply to the extended term with the exception that Tenant shall not have any further option to extend following the exercise of the second option to extend. If Tenant elects to exercise an option to extend, Tenant shall do so only by giving Landlord notice in writing of its intention to do so not later than eighteen (18) months prior to the expiration of the initial term or in the case of the second option to extend, notice shall be given in writing no later than eighteen (18) months prior to the expiration of the first extended term. Landlord and Tenant intend to avoid any forfeiture of Tenant's rights to extend the term of this Lease through inadvertent failure by Tenant to give notice of its exercise within the time limits described above. Therefore, if Tenant has not given notice of exercise or notice of non-exercise of its option to extend within the time limitations provided, Tenant's right to exercise such option shall nevertheless continue until thirty (30) days after Landlord shall have given Tenant written notice of Landlord's election to terminate such option, and Tenant may exercise such option at any time until the expiration of such thirty (30) day period provided further, that any right to elect to extend the term of this Lease shall expire upon the expiration of the initial term or first extended term as

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the case may be, regardless of any thirty (30) day notice which may be given by Landlord unless such notice provides otherwise. If Landlord chooses to not have Tenant exercise the option to extend, Landlord shall do so only by giving Tenant notice in writing of its intention to do so not later than eighteen (18) months prior to the expiration of the initial term or in the case of the second option to extend, notice shall be given in writing no later than eighteen (18) months prior to the expiration of the first extended term. Landlord shall then pursue the acquisition of the building through the state acquisition process for real estate. Landlord shall compensate Tenant for the value of the building based on the determination of Fair Market Value methodology detailed in Article 8.

**5. Construction.** Tenant shall have the right, during the existence of this Lease, to erect upon the Premises a building to be used for educational purposes not being in conflict with the mission of the University of Wisconsin System, to erect additions thereto, and to place appropriate signage in or upon the buildings and premises. Failure on the part of the Tenant to perform in accordance with any and all provisions of the Lease shall in no way affect the Tenant's right, title, and interest in and to any and all structures and facilities constructed hereunder, which are included and covered by the terms and conditions of this Lease. This ground lease must be fully executed prior to the commencement of construction of the building. Any future addition, alteration, or construction to the building made by the Tenant must be approved by Landlord whose approval shall not be unreasonable withheld. Any addition shall not negatively impact the environment and shall be in accordance with all local, state, and federal regulations.

**6. Surrender of Premises.** At the expiration or any termination of this Lease, Tenant shall surrender the Premises to Landlord in the same condition as at the commencement of the term, reasonable wear and tear excepted. All alterations, additions and improvements constructed by or on behalf of Tenant on the Premises and all permanent fixtures shall, upon the expiration or termination of this Lease, become the property of the Landlord.

"...if for any reason the center that is constructed with funds from the grant is not used as a science, technology, engineering, and mathematics innovation center, the state shall retain an ownership interest in the center equal to the amount of the state's grant" as per 13.48(33s)Wis. Stats .

Should Tenant so choose to surrender the building prior to termination of this Lease, Landlord shall pay Tenant an amount determined to be the un-depreciated balance of any expenditures or reversionary value of the building which shall be calculated as such: initial construction cost of the building, repair or replacement times the difference between the expected life of the improvement, repair or replacement (expected life) and the number of years each improvement, repair or replacement has been in service (years of service), divided by the expected life of the improvement, repair or replacement.

Should Landlord so choose, and the tenant has surrendered the building, on Landlord's written demand given not less than twelve (12) months prior to the end of the term of this Lease, Tenant shall demolish and remove all such improvements as shall be directed by Landlord. The costs of demolition and removal shall be paid by Tenant. All demolition and removal shall be completed within ninety (90) days after the termination or expiration of the Lease.

**7. Right of First Refusal.** Tenant hereby grants to Landlord a first right of refusal to purchase the property during the term and any extensions of this Lease Agreement. In the event the Tenant receives a bona fide unsolicited Offer to Purchase, Tenant shall provide the Landlord written notice of Tenant's intent to sell. Such notice shall state the terms and conditions under which Tenant intends to sell its interest in the premises. Landlord has 90 days following the giving of such notice to approve the Offer to Purchase. Such permission shall not be unreasonably withheld, however it is understood that Landlord will not consent to a building use that conflicts in any way with the Landlord's mission as a public university operated to Wis. Stat. chapter 36. In the event the Tenant elects to sell the building prior to the termination of this Lease, Tenant shall give the Landlord written notice of Tenant's intent to sell the building. Landlord has 90 days following the giving of such notice to accept the intent to purchase. The purchase price is determined through the methodology outlined below.

Any Offer to Purchase is contingent upon receipt of approval from the Board of Regents of the University of Wisconsin System and the State Building Commission.

**8. Option to Purchase.** Landlord and Tenant may agree to the transfer of ownership of the Premises for a price determined to be Fair Market Value by the following methodology. Any Offer to Purchase is contingent upon receipt of approval from the Board of Regents of the University of Wisconsin System and the State Building Commission.

- Tenant and Landlord shall each retain and pay for an M.A.I appraiser to provide an appraisal of the fair market value of the premises.
- The appraisals shall include any fixed construction that would be left in place should the Tenant vacate the premises and said appraisals shall exclude any moveable furniture, fixtures, and equipment installed by the Tenant.
- Appraisers shall meet with Landlord and Tenant in advance of appraisals to determine effective date and set of assumptions.
- Each appraiser shall complete the appraisal of the premises within thirty (30) days of being retained and upon each party's receipt of their respective appraisal report, they shall provide a copy to the other party.
- If the appraisal values are more than 20% apart, the two appraisers shall select a mutually agreed upon third M.A.I. appraiser who shall prepare a third appraisal and the purchase price shall be the lesser of the average of the third appraisal and the closer of the original two appraisals to the third appraisal.

- Closing costs and recording fees shall be equally divided between Landlord and Tenant or according to common business practice.
- In no instance shall the sale of the building cause the Landlord to be subject to a taxable event if the buyer of the building is a for-profit entity.

## RENT

9. **Base Rent.** Commencing on the commencement date and continuing during the term of this Lease, Tenant covenants and agrees to pay to Landlord, in advance on the first day of each year, without demand therefor, base rent as follows: One Dollar and 00/100 (\$1.00)

## MAINTENANCE, REPAIR, LANDSCAPING AND DESTRUCTION

10. **Maintenance and Repair by Tenant.** Tenant shall, at its own cost and expense, maintain and repair the Premises, and all appurtenances thereto, including sidewalks and parking areas adjacent thereto, in good condition and repair; and shall repair, restore and replace any such improvements which may become inoperable or be destroyed or damaged by fire, casualty or any other cause. Tenant shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises and improvements thereon, or any activity or condition on or in the Premises. Tenant shall, at its own expense, keep the Premises in sanitary, clean and neat order and keep the sidewalks and parking area free of snow and trash.

At Landlord's option, subsequent to reasonable notice given by Landlord to Tenant, either generally or with regard to a specific circumstance, Landlord may undertake to keep and maintain sidewalks, parking areas, and other exterior improvements other than the exterior portions of buildings, at Tenant's expense upon Tenant's failure to do so.

11. **Landscaping.** Tenant shall at all times during the term of this Lease, keep and maintain landscaping on the Premises in accordance with the Landscaping Standards and Criteria set forth in **Exhibit B** (site plan from construction) and in accordance with such further and/or additional Standards and Criteria which may be reasonably established by the Landlord.

At Landlord's option, subsequent to reasonable notice given by Landlord to Tenant, either generally or with regard to a specific circumstance, Landlord may undertake to keep and maintain the landscaping on the Premises, at Tenant's expense, upon Tenant's failure to do so.

Without limiting any of its other rights hereunder Landlord retains the right at its sole expense to landscape, construct and maintain drainage and storm water control features, construct a fence and/or benches, and erect signs in accord with applicable landscaping standards and criteria in the area of the Premises which borders on and is within any setbacks adjacent to roadways or which is designated as a water detention area. In addition to any other easements to which Tenant's possession of the Premises may be subject, it is agreed that Tenant's possession is subject to

Landlord's right to construct and maintenance of a pedestrian walkway and bike path, connecting existing campus buildings. Landlord will maintain the walkways and paths in a reasonable manner in its sole discretion. Tenant shall not construct or place building structures, fences or any other obstructions on the walkways or paths. Tenant shall not plant trees on the walkways or paths. Landlord's reservation of right to use the surface and subsurface of the walkways and paths includes the perpetual right, privilege, and authority to enter upon the Premises for the limited purpose of permitting Landlord and its assignees to discharge its rights and responsibilities under this Lease.

**12. Damage or Destruction.** The damage, destruction or partial destruction of any building or other improvement on the Premises shall not release Tenant from any obligation under this Lease. In the event of such damage or destruction, Tenant shall, at its own cost and expense, promptly repair and restore the same to a condition as good, as or better than that which existed prior to the damage or destruction. If, however, such damage or destruction occurs during the last five (5) years of the initial term or any extended term, and Tenant determines that it would be uneconomical to incur the expense of repair or replacement, given the limited time remaining in the term of the Lease, Tenant shall have the right to terminate this Lease without penalty upon thirty (30) days' written notice to Landlord. Among other things, upon such termination, Landlord shall have its rights pursuant to Sections 1.05 and 3.03 regarding demolition and removal of trade fixtures.

**13. Utilities and Expenses.** Landlord represents that the Premises shall be fully improved for construction of Tenant's Premises and that necessary utilities are located in the Board of Regent owned right-of-ways adjacent to the Premises, or that such utilities will be made available in such right-of-way. However, Tenant shall pay for hook-up and/or lateral charges, if any, required to bring utilities from the public utility right-of-ways and across Board of Regent owned right-of-ways to its improvements. Tenant, or tenant's service provider shall provide all meters and utility lines to Premises. Landlord shall provide steam and chilled water to the Premises. Landlord shall not be liable to Tenant for any interruption in the aforesaid utility service. Tenant shall not prohibit Landlord, or Landlord's agent, access to utilities located in Board of Regent owned right-of-ways for purposes of maintenance or improvement. Tenant shall be responsible for capture of site storm water created by the construction and subsequent charges.

## CONDUCT OF BUSINESS

**14. Condition and Use.** Tenant shall use the Premises for educational purposes not being in conflict with the mission of the University of Wisconsin System and for no other use without Landlord's prior written consent, which consent shall not be unreasonably conditioned, delayed or withheld. Landlord must provide prior written consent to any and all proposed tenants of the premises. It is understood that Landlord will not consent to a building use that conflicts in any way

with the Landlord's mission as a public university operated to Wis. Stat. chapter 36. No use shall be permitted, or acts done, which will cause a cancellation of any insurance policy covering the Premises. Tenant shall not sell, permit to be kept, used or sold in or about the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant shall, at its own expense, comply with all requirements of any insurance company necessary for the maintenance of insurance required in this Lease.

**15. Waste and Nuisance.** Tenant shall comply with all applicable laws, ordinances, regulations and/or deed and plat restrictions affecting the use and occupancy of the Premises. Tenant shall not commit, or permit to be committed, any waste or nuisance on the Premises.

**16. Right of Entry.** Tenant shall permit Landlord and its agents and employees, upon prior notice, to enter into and upon the Premises at all reasonable times during business hours for the purpose of inspecting the same.

#### **INSURANCE AND INDEMNITIES**

**17. Casualty Insurance.** Tenant shall, at all times during the term of this Lease, at Tenant's sole expense, keep all improvements, which are now or hereafter located on a part of the Premises, insured against loss or damage by fire and the extended coverage hazards at full insurable value with loss payable to Tenant and Landlord as their interests may appear. Tenant shall pay the premiums thereon when due and shall comply with the co-insurance provisions thereof, if any. Landlord shall not conduct any activities in the vicinity of the Premises that would increase Tenant's insurance premiums and if any such activities do, in fact, cause an increase in Tenant's insurance premiums, Landlord shall be entitled to elect to pay such increase in order to avoid a default hereunder. If any such activities result in Tenant being unable to obtain the insurance required by this Lease, the same shall be deemed a default by Landlord hereunder.

**18. Public Liability Insurance.** Tenant shall, at all times during the term of this Lease, at Tenant's sole expense, keep in full force and effect a commercial general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy shall name Board of Regents of the University of Wisconsin System as additional insured. Tenant shall, with respect to any insurance coverage required in the Lease, furnish Landlord with a certificate of insurance stating that Landlord will be notified in writing thirty (30) days prior to cancellation, material change or non-renewal of insurance. The State of Wisconsin Self-Funded Liability and Property Programs protect the Landlord.

**19. Loss and Damage.** Tenant shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. Landlord shall not be liable for any damage to or loss of property of Tenant or others located on the Premises.



20. **Hold Harmless.** Landlord shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Tenant or by any person whosoever may at any time be using or occupying or visiting the Premises or be in, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Tenant or of any occupant, subtenant, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Tenant shall indemnify Landlord against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage. Tenant hereby waives all claims against Landlord for damages to the building and improvements that are now on or hereafter placed or built on the Premises and to the property of Tenant in, on, or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of Landlord, its agents, or employees.

#### **EFFECT OF CONDEMNATION**

21. **Total Condemnation.** In the event that the entire Premises, or such part of the Premises as will render the remainder untenable shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of taking.

22. **Partial Condemnation.** In the event of partial condemnation, not rendering the remainder of the Premises untenable, this Lease shall remain in full force and effect.

23. **Condemnation Award.** In the event of any condemnation and notwithstanding any provision of this Lease or by operation of law that leasehold improvements may be or shall become the property of Landlord at the expiration of the term hereof, the loss of all improvements paid for by Tenant, the loss of Tenant's leasehold estate, and such additional relief as may be provided by law shall be the basis of Tenant's damages against the condemning authority, if a separate claim therefor is allowable under applicable law, or the basis of Tenant's claim to a portion of the total award if only one award is made.

24. **Notice of Default to Tenant.** Tenant shall not be deemed to be in default hereunder in the payment of base rent or in the payment of any other charges or with respect to any other terms, covenants or conditions as herein required unless Landlord shall first give Tenant thirty (30) days' written notice of such default, and Tenant fails to cure the default within thirty (30) days, or if the default is of such a nature that it cannot reasonably be cured within thirty (30) days, Tenant fails to commence to cure the default within thirty (30) days or fails thereafter to proceed to the curing of such default with all possible diligence. Notwithstanding the foregoing, if Tenant has

previously failed to pay base rent when due and Landlord shall have given written notice of such failure for both of the two (2) immediately prior base rent payments or shall have previously, over the term of this Lease, given an aggregate of ten (10) prior notices with respect to a failure of Tenant to pay base rent when due, then no further notice or right to cure shall be required.

**25. Tenant's Default.** In the event of Tenant's default in the payment of base rent or any other charges or with respect to any other terms, covenants or conditions as herein required, and Tenant's failure to cure, Landlord, in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or it may from time to time, without terminating this Lease, re-let the Premises, or any part thereof, for such term or terms and at such rental or rentals and on such other terms and conditions as Landlord, in its reasonable discretion, may deem advisable, with the right to make alterations and repairs to the improvements located on the Premises. On each such re-letting:

- (a) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the expenses of such re-letting and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this Lease for the period of such re-letting (up to, but not beyond, the term of this Lease) exceeds the amount agreed to be paid as rent for the Premises for such period on such re-letting; or
- (b) At the option of Landlord, rents received by Landlord from such re-letting shall be applied first, to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord; second, to the payment of any expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder.

If Tenant has been credited with any rent to be received by such re-letting under option (a) hereof, and such rent shall not be promptly paid to Landlord by the new tenant, or if such rentals received from such re-letting under option (b), hereof, during any month is less than that to be paid during the month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly.

No such re-entry or taking possession of the Premises by Landlord shall be constructed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention

is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedy it may have, Landlord may recover from Tenant all damages incurred by reason of such breach, including the cost of recovering the Premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

**26. Notice of Landlord's Default.** Landlord shall not be deemed to be in default hereunder with respect to any of the terms, covenants, or conditions of this Lease unless Tenant shall first give to Landlord thirty (30) days' written notice of such default, and Landlord fails to cure the default within the thirty (30) days, or if the default is of such a nature that it cannot reasonably be cured within thirty (30) days, Landlord fails to commence to cure such default within such period of thirty (30) days or fails thereafter to proceed to the curing of such default with all possible diligence.

**27. Parties May Remedy Defaults.** In the event of any breach hereunder by either party (and in lieu of Landlord's terminating this Lease as hereinbefore provided), Landlord and Tenant respectively, may immediately or at any time thereafter, after having given the other party the requisite notice to cure the same and the time for such correction having elapsed, cure such breach for the account and at the expense of the other party. If Landlord or Tenant at any time, by reason of such breach, are compelled to pay, or elect to pay, any sum of money, or incur any expense, including reasonable attorney's fees, in instituting or prosecuting any action or proceeding to enforce such party's rights under this paragraph, the sum or sums so paid or incurred by such party, if paid or incurred by Landlord shall be deemed to be rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the payment of such respective sums, and, if paid or incurred by Tenant shall be deductible, without interest, to the extent thereof from subsequent payments of rent. This option given to the parties is intended for their protection and its existence shall not release the parties from the obligation to perform the terms and covenants herein provided or deprive Landlord or Tenant of any legal rights which they may have by reason of other party's default.

#### ASSIGNMENT AND SUBLETTING

**28. Tenant's Assignment.** Tenant shall not assign or transfer this Lease without Landlord's prior written consent, which consent shall not be unreasonably withheld. It is understood that Landlord will not consent to a transferee's use of the building that conflicts in any way with the Landlord's mission as a public university operated to Wis. Stat. chapter 36. Without

limiting any other reasonable basis for denial of consent to a transfer, Tenant agrees that it shall be conclusively presumed to be reasonable for Landlord to consider the following requirements in determining whether or not to consent to a proposed transfer:

- (a) No Event of Default shall have occurred and remain uncured under this lease.
- (b) The use of the Premises by the transferee shall comply with the provisions of this Lease and shall not materially increase the risk of an Environmental Claim arising from any Lessee Environmental Activity to be conducted by the transferee at the Premises.
- (c) The proposed transferee shall be capable financially of performing Lessee's obligation under this Lease and all other obligations relating to the Premises.
- (d) The proposed transferee shall not have filed a petition in bankruptcy, insolvency, re-organization, readjustment of debt, dissolution or liquidation under any law or statute of any government or any subdivision within five (5) years prior to the date of the proposed Transfer.
- (e) The proposed transferee shall not have been a party to litigation adverse to Lessor, or the subject of any default proceedings instituted by Lessor as landlord of property leased by the proposed transferee.

**29. Tenant's Subleasing.** Tenant shall not have the right to sublease portions of the Premises without Landlord's prior approval, which consent shall not be unreasonably withheld. It is understood that Landlord will not consent to a sublease of the building that conflicts in any way with the Landlord's mission as a public university operated to Wis. Stat. chapter 36. Without limiting any other reasonable basis for denial of consent to a sublease, Tenant agrees that it shall be conclusively presumed to be reasonable for Landlord to consider the following requirements in determining whether or not to consent to a proposed sublessor.

- (a) The term of any sublease shall not exceed the initial term of this Lease; and
- (b) The sub lessee shall execute and deliver to Landlord a document in form and content acceptable to Landlord, acknowledging this Lease and agreeing that a termination or expiration of this Lease shall at Landlord's sole option constitute a termination or expiration of the sublease; and
- (c) The sub lessee's use of the Premises shall be limited to use in conformance with ARTICLE I.14

Any sublease which does not meet all of the above-stated requirements shall be subject to Landlord's prior written approval. Tenant shall promptly provide Landlord with copies of all executed subleases affecting the Premises. No sublease shall operate to relieve Tenant of any obligation under this Lease.

**30. Landlord's Assignment.** Landlord shall have the right to assign or transfer its interests in this Lease at any time, provided that the assignee or transferee assumes and agrees to be bound

by the terms of this Lease and further provided that Landlord notifies Tenant of such assignment and provides Tenant with an executed copy of the agreement whereby the assignee or transferee agrees to be bound by the terms hereof.

#### MISCELLANEOUS

**31. Entire Agreement.** This Lease and Exhibits A, attached hereto, set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties hereto other than as herein set forth. No subsequent change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

**32. Force Majeure.** If either party is delayed from the performance of any act required hereunder (except the payment of money) by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, insurrection, war or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for a period equivalent to the period of the delay.

**33. Waiver.** The waiver by Landlord or Tenant of any breach of any term, covenant, or condition herein shall not be deemed a waiver of the term, covenant or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any covenant herein, other than the failure of Tenant to pay the rent so accepted. No covenant, term or condition of this Lease shall be waived by Landlord or Tenant, unless the waiver be in writing.

**34. Notices.** Any notice given or required to be given to Landlord shall be sent or personally delivered as follows:

Notices shall be deemed given when deposited in the U.S. Mail (certified with return receipt requested) or with a reputable overnight commercial carrier, charges prepaid and correctly addressed, to the respective parties or when personally delivered. Either party may change its respective above-stated address by written notice to the other party.

**35. Partial Invalidity.** If any provision of this Lease or any specific application shall be invalid or unenforceable, the remainder of this Lease, or the application of the provision in other circumstances, shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**36. Consent not to be Unreasonably Withheld.** Where any provision of this Lease requires prior written consent by either party, such consent shall not be unreasonably withheld nor unduly delayed.

37. **Quiet Title.** Landlord covenants and warrants that, as of the date Landlord is to deliver occupancy of the Premises, Landlord will be seized in fee title to the Premises free and clear of all encumbrances, easements, right of way, reservations, restrictions, covenants, limitations and conditions which might prohibit or materially restrict or affect the construction, maintenance or operation of Tenant's business as stated in ARTICLE I.14 with its necessary appurtenances; and that for so long as Tenant fulfills the conditions and covenants required of Tenant under this Lease, Tenant shall have peaceful and quiet possession of the Premises subject only to the provisions hereof and of any recorded restrictions, covenants, and easements, including, without limitation, Landlord's right to install utilities and other permitted improvements in easement areas. Landlord further covenants and warrants that Landlord has good right, full power and lawful authority to enter into this Lease for the full term and extensions hereof and that Landlord has full power and lawful authority to approve subleases and assignments and that any such sublease or assignment approved under this lease does not require any further action by the Board of Regents of the University of Wisconsin System.

38. **Remedies Cumulative.** All remedies conferred on Landlord and Tenant by this Lease shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

39. **Binding Effect.** The covenants and agreements contained in this Lease shall bind the respective successors, heirs and legal representatives of the parties hereto.

40. **Applicable Law.** This Lease shall be governed by the laws of the State of Wisconsin.

41. **Holding Over.** Any holding over after the expiration of the term or any extended term of this Lease with Landlord's consent shall be construed to be a tenancy from month to month at twice the base rental and otherwise on the same terms and conditions hereof.

42. **Counterparts.** This Lease may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Lease has been made, executed, and delivered as of the  
date and year first set forth above.

**LANDLORD:**

BOARD OF REGENTS OF THE  
UNIVERSITY OF WISCONSIN SYSTEM

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

BROWN COUNTY

By: \_\_\_\_\_

Name: Troy Streckenbach

Title: Brown County Executive

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Sandra L. Juno

Title: Brown County Clerk

Date: \_\_\_\_\_

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**EXHIBIT A**  
**SITE PLAN**

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Lease

**THIS LEASE**, between Brown County (the "Lessor"), whose address is 305 E. Walnut Street, Green Bay, Wisconsin, and the BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM (the "Lessee");

The parties agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following the "Premises");

Approximately 10,208 square feet of dedicated space (the "Premises") in Lessor's building (the "Building"), together with approximately 26,939 square feet of shared and common areas, located at 2420 Nicolet Dr., in the City of Green Bay, Wisconsin (the "Building"), which Premises are further described on Exhibits A (site plan) & B (floor plan) & C (Pro Rata Share of Space) attached.

2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as space for the of University of Wisconsin-Green Bay, or such other agency that may be designated by Lessee (collectively, the "Tenant").
3. **SPACE ALLOCATION.** The amount of each tenant's shared, common, and dedicated space shall be documented as per attached Schedule I. As tenants of the building move out or relocate their space, the Lessor will provide a new Schedule I and send out to each Lessee as an addenda to each Lease.
4. **TERM.** The lease term hereunder shall begin on August 1, 2019 and end on July 31 2039. In, addition, the Lease includes two 5-year renewal options.
  - a) If the actual Commencement Date differs from the stated lease term beginning date, the Lessor and Lessee shall execute a 'letter of addendum' which shall designate the exact Rent Commencement Date/Lease Term Begin Date and the Termination Date of this Lease, such that it shall be a full 5-year term. This Lease term, including renewal options as may have been provided for herein, may be extended under mutually agreeable terms, conditions and rental rate via a letter of addendum.
  - b) Tenant or Tenant's vendors shall have access to Premises prior to rent commencement at no charge in order to:

- i. install cabling for data and phones lines if needed during Lessor's construction period. Exact timing to be determined by Lessor and Tenant once Lessor's construction schedule is finalized. Tenant and/or Tenant's vendors shall not interfere with Lessor's contractor or cause an unreasonable delay to the Lessor's construction schedule; and
- ii. set up the work space in the Premises so Tenant's operations can begin on the Commencement Date/Lease Term Begin Date. Tenant shall have access at least 4 weeks prior to the beginning of the Rent Commencement Date/Lease Term Begin Date for this purpose.

5. **INITIAL TERM RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the first year of the initial -year Lease term at the following rate: The sum of Ninety-four Thousand forty seven And 00 /100Dollars (\$94,047.00) per annum, in equal monthly installments of Seven thousand, eight hundred thirty seven And 25/100 Dollars (\$7,837.25). The annual rental rate for the first and each subsequent year of the initial term shall be as a result of reconciled operating expenses in accordance with paragraph 7 below.

Initial Term Rental Rate Schedule			
Begin Date	End Date	Annual Rent	Monthly Rent
August 1, 2019	July 31, 2039	\$94,047.00	\$7,837.25

The annual rent throughout the entire lease term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month, except for the month of July during which the monthly installment is not due until the 15th day. Said rental payments shall be made to Lessor at the address for notices hereinafter set forth. Annual rent shall be comprised of Lessee's pro rata share of shared and common area operating expenses. This list is not meant to be all-inclusive: utilities, general and administrative expenses, janitorial, supplies and equipment, repairs and maintenance, replacement reserves, security and

fire alarm expenses, insurance, refuse collection, snow removal, landscaping, and payment for municipal services.

6. **RENEWAL RENTALS.** Provided that the Lessee is not then in default, this Lease may, at the option of the Lessee, be renewed for two successive 5-year periods from and after the initial term expiration date subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided written notice be given to Lessor at least days before the Lease would otherwise expire. Prior to the termination of the initial term of this Lease and all renewal options included herein, Lessor and Lessee may upon mutual consent and agreement negotiate terms and conditions for additional renewal periods.

7. **RECONCILIATION.** Within ninety (90) days after the **end of each** calendar year "Adjustment Period" ends, or as soon as reasonably practical, Lessor shall give Lessee an itemized statement along with copies of receipts and contracts showing in reasonable detail Lessee's allocated "Proportionate Share" as calculated in the attached Exhibit C:

- a) Actual expenses for the Adjustment Period broken down by each component expense: utilities (water/sewer, gas, electricity), insurance, janitorial, supplies and equipment, repairs and maintenance, insurance, refuse collection, landscaping and snow removal, HVAC repairs and maintenance, parking lot maintenance, plumbing repairs and maintenance, and general administrative expenses. While comprehensive, this list is not exclusive. Other expenses may be charged as they arise if not included in this list;
- b) The amount paid by Lessee during the Adjustment Period towards the expenses; and
- c) The Proportionate Share Lessee owes towards the Expenses increase or the amount Lessor owes as a credit;

AND

- d) If the statement shows that the actual Proportionate Share Lessee owes for the Adjustment Period is less than the estimated rent paid by Lessee during the Adjustment Period, Lessor

shall issue a credit to Lessee against any current or future amounts due from Lessee to Lessor ("Overpayment")

- e) If the Statement shows that the actual Proportionate Share Lessee owes is more than the estimated Expenses paid by Lessee during the Adjustment Period, Lessee shall pay the difference ("Underpayment").
- f) The Overpayment or Underpayment shall be paid or credited within sixty (60) days after the Statement is delivered to Lessee. Lessor shall use good faith efforts to issue the Statement as soon as reasonably practical after each Adjustment Period end.
- g) Upon Lease termination or expiration Lessor shall return any remaining "Replacement Reserves" funds to the Lessee within sixty (60) days of Lease termination or expiration.

8. **ASSIGNMENTS, SUBLETTING.** Lessee shall not assign this Lease in any event, and shall not sublet the Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the Lessor, which shall not be unreasonably withheld.

9. **COVENANTS OF LESSOR.** Lessor hereby agrees with Lessee as follows:

- a) Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall obtain a certificate of occupancy or any other authorizations required by local ordinance or regulations prior to Lessee's occupancy. The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
- b) Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule II attached hereto and incorporated by reference.
- c) Lessor shall be responsible for the costs of all improvements necessary to meet and

maintain the standards and specifications set forth in Schedule II and Exhibits A and/or B. Lessor shall maintain, at Lessor's expense, the Premises so as to comply with all federal, state and local codes applicable to the Premises.

Lessor agrees to complete, at Lessee's sole cost and expense, any reasonable improvements to the Premises which the Lessee requests to improve the health, safety and security of the Premises, which are in excess of code requirements and not required by Schedule II.

- d) In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the non-discrimination clause.
- e) Lessor is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the annual rent is fifty thousand dollars (\$50,000) or more per year and the Lessor employs fifty (50) or more employees. The Lessor must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Lease, to the University of Wisconsin System, Procurement Department, whose address and phone number are listed at the bottom of the enclosed form. Instructions and technical assistance in preparing the plan are available from the University of Wisconsin, Procurement Department. Failure to comply with the conditions of this item may result in the Lease being declared "Null and Void," the Lessor being declared

"ineligible," or the withholding of rental payment until such time as the above cited plan is accepted.

- f) The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or un-encapsulated asbestos bearing material exists, the Lessee may at its option vacate the Premises until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. If the Lessee vacates the Premises during the encapsulation or removal process, the Lessor shall reimburse the Lessee for all move related costs. No rent shall accrue to the Lessor during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account of the cancellation of this Lease.
- g) The Lessor attests that neither the space covered by this Lease nor the Lessor's business is owned by a state public official or state employee as defined in section 19.45, Wisconsin Statute. The Lessor further attests that no university employee has any ownership of the space or Lessor's business, amounting to more than 10% as provided in Wis. Admin. Code chapter UWS8.
- h) For the purposes of this Lease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule,

regulation, order, or decree. The Lessor attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above, and the Lessor will now and forever after the termination of this Lease hold Lessee harmless and indemnify the Lessee from and against any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from Lessee's use and occupancy of the Premises.

If during the Lessee's occupancy of the Premises such hazardous materials, substances, or air pollutants are found, the Lessor shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe.

Upon determination by the Lessee that unsafe hazardous materials, substances, or air pollutants as defined above affecting the Lessee's quiet enjoyment of the Premises exists, the Lessee may vacate the Premises until such time as the hazardous materials, substances, or air pollutants have been repaired or remediated to the satisfaction of the Lessee. If the Lessee vacates the Premises during the repair or remediation process, the Lessor shall reimburse the Lessee for all related or relocation costs and rent shall abate during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to repair or remediate the hazardous materials, substances, or air pollutants as soon as practicable as determined by the Lessee, this Lease may by written notice to the Lessor be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee due to the cancellation of this Lease.

Lessor will immediately advise Lessee in writing of any actions or claims relating to any hazardous materials, substances, or air pollutants on the Premises. If the Lessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of the Lease, then the Lessor shall provide a copy of any test results to the Lessee. The Lessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises.



- i) In the event of any water damage to the Premises and/or common areas, Lessor agrees to begin the process of addressing the damage within twelve (12) hours of discovery or notification, and shall cause any water damaged (saturated, water spotted and/or dirty) materials to be dry within forty eight (48) hours of the time of discovery of such damage. If such materials are not completely dry by the end of the 48 hour period, the Lessee may require that the saturated materials (i.e. carpet, drywall, ceiling tiles, etc.) shall be removed from the premises and immediately replaced with new materials of identical quality or better quality. Lessor agrees to provide prior notification and provision of material safety data sheets (MSDS) if applicable to the Tenant on-site staff when any construction, renovation, maintenance, repairs, remodeling or cleaning work will be done within the building of which the Premises are a part of by the Lessor, contractors or other representative of the Lessor. The project notification and MSDS documents should be provided to the on-site staff no less than five (5) workdays before the anticipated start of the actual work.
- j) The default by Lessor of any covenant or agreement contained in any paragraph or provision of this Lease, shall constitute a material default of the Lease, and shall entitle the Lessee to terminate this lease, PROVIDED, that prior to such termination, the Lessee shall notify the Lessor in writing of the nature of the default and shall grant the Lessor a period of thirty (30) days from the date of service of such notice to remedy or cease such act of default, and upon such remedy or cessation by the Lessor within said thirty (30) days, the Lessee shall waive the right to terminate for such default. In the event the act of default is such that it cannot be remedied within said thirty (30) day period, the Lessee shall waive the right to terminate for such default if corrective actions are commenced within such period and diligently pursued to completion by the Lessor.
- k) Lessor shall be responsible for paying to taxing authority, payment for municipal services, and any assessments on the Premises.
- l) Lessor shall maintain, repair and replace all portions of the Building and common areas.

Except as otherwise set forth in this Lease, Lessor shall maintain and repair all mechanical, electrical, life safety, plumbing sprinkler systems and heating, ventilating and air conditioning systems. The cost of all maintenance, repair and replacement noted above and required to be performed by Lessor pursuant to this Lease shall be included as Lessee Operating Expenses. The cost for repair and replacement for structural elements of the roof, foundation, structural columns, and load bearing walls of the Building shall be borne by the Lessor.

10. **COVENANTS OF LESSEE.** Lessee hereby agrees with Lessor as follows:

- a) Lessee does hereby promise, and agree to pay the rent in the manner specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b) At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted. The Lessee's Tenant will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, without the prior written consent of the University of Wisconsin System Administration, as Lessee, and the Lessor.
- c) The default by Lessee (a) If Lessee shall be late in the payment of any rent or any other sum of money payable by Lessee to Lessor and if Lessee shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Lessor, or (b) if Lessee shall be late in the performance or observance of any other agreement or condition in this Lease to be performed or observed and if Lessee shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Lessor of said late performance or observance (unless Lessee commences to cure said late performance or observance within (30) days after receipt of notice thereof and expedite

the curing of the same to completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, Lessor may send written notice to Lessee of the termination of the term of this Lease, and, on the fifth (5th) day next following the date of the sending of the notice, the term of this Lease shall terminate, Lessee hereby waiving all rights of redemption.

- d) Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor. Such improvements exclude any of Lessee's system furniture, conventional furniture and all other Lessee personal property.
- e) Unless otherwise agreed in writing by and between the Lessor and the Lessee in advance, Lessee, at its sole cost and expense, shall maintain, repair and replace all nonstructural portions of the Premises included as tenant improvements. This includes ventilation and other equipment installed for Lessee's programmatic requirements.

11. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, "All Risk" property insurance for the building containing the Premises. Lessor also agrees to procure and maintain, during the term of this lease, commercial general liability insurance in the amount of not less than **\$1.0 million each occurrence and \$2.0 million general aggregate**. Under all conditions noted above, the commercial general aggregate limits are to apply on a per location basis. In addition, Lessor shall provide upon signing of the lease and thereafter annually, a certificate of insurance to Lessee evidencing such coverage. Lessor shall add the Lessee, the "Board of Regents of the University of Wisconsin System" as an additional insured under the commercial general liability policy.

Lessee agrees to maintain liability coverage for its officers, employees and agents under the State of Wisconsin Self-Funded Liability Program. Lessee also agrees to maintain property coverage under the State of Wisconsin Self-Funded Property Program for contents, fine arts, or equipment owned by the University.

12. **HOLD HARMLESS.** Lessor agrees to protect, indemnify and save the BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM harmless from and against any and all

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claims, and against any and all loss, cost, damage or expense, including without limitation reasonable attorneys' fees, arising out of any negligent acts of Lessor, its invitees or agents, or any failure of Lessor in any respect to comply with and perform all the requirements and provisions of this Lease.

The Lessee shall provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Lessee further agrees to indemnify and hold harmless the Lessor for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with this Lease, where such liability is founded upon or grows out of acts or omissions of any of the Lessee's officers, employees or agents while acting within the scope of their employment, where protection is afforded by § 893.82 and 895.46(1), Wis. Stats.

13. **MAINTENANCE.** The Lessor shall maintain the Premises in good repair and tenantable, and as condition, and as required by §704.07, Wis. Stats., throughout the term of this Lease, except in case of damage arising from a willful act or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.

14. **DAMAGE OR DESTRUCTION.** In the event the Premises are partially damaged or destroyed by fire or other casualty or happening such that Lessee may continue to use a part of the Premises, Lessor shall promptly repair such damage and restore the Premises to its condition immediately prior to said damage or destruction. In such event, the rental and any other obligations of Lessee payable hereunder shall abate proportionally by the ratio that the damaged area bears to the total area of the Premises. Should Lessor fail to complete said restoration within 60 days of the partial damage or destruction, Lessee may terminate this Lease.

In the event the Premises are damaged or destroyed such that Lessee is unable to occupy the

Premises (un-tenantable) without undue hardship and/or disruption of its business, Lessee may elect to terminate this Lease by providing Lessor written notice of such termination within 14 days after such damage or destruction, and, in that event, all rent and other obligations of the Lessee hereunder shall terminate as of the date of such damage or destruction. In the event the Premises are un-tenantable and Lessee does not elect to terminate this Lease, Lessor shall proceed immediately to rebuild and restore the Premises to its condition immediately prior to said damage or destruction. In the case of Lessee's election not to terminate, all rent and other obligations of the Lessee hereunder shall abate from the date of un-tenantability until the date Lessee retakes possession of the Premises. In the event Lessor fails to complete the restoration within 120 days of the un-tenantability, Lessee may terminate this Agreement.

15. **NOTICES.** Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a postpaid envelope, addressed to the Lessor at Lessor's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Lessor:	Brown County Corporation Counsel 305 E. Walnut St. P.O. Box 23600 Green Bay, WI 54305-3600
Rent sent to:	Brown County Treasurer 305 E. Walnut St. P.O. Box 23600 Green Bay, WI 54305-3600
If to Lessee:	Real Estate Specialist University of Wisconsin System Capital Planning and Budget 780 Regent Street Madison, WI 53715-2635

16. **FUNDING.** The payment of rents under this Lease is subject to the availability of funds that may lawfully be used for such payment. As a result, the Lease does not constitute the contracting

of public debt under Article VIII, Section 4 of the Wisconsin Constitution. The continuation of this Lease beyond the limits of the funds already available is contingent upon the future availability of funds to support the payment of rent for the programs housed in the facility covered by this Lease. In the event such funding is not made available to the program or programs involved, the Lessee may at its option and upon sixty (60) days prior written notice to the Lessor, terminate this Lease. Use beyond the limits of the funds already available is contingent upon the future availability of funds.

17. **RIGHT TO LEASE ADJACENT SPACE.** Lessee may lease any available adjacent space at any time during the term of this Lease or renewal options. Improvements for such space will be of the same nature and quality as that of the space contained herein. Such additional space shall be made available under mutually agreeable terms, conditions, and rental rate as mutually agreed upon. Such additional space may be added to this Lease via a letter of addendum.
18. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease, and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.
19. **HOLDING OVER.** If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent shall be payable at the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.
20. **SUBORDINATION.** This Lease shall be subordinate to any and all mortgages hereafter placed against the Premises by Lessor, provided that any such mortgage (or a separate written agreement, in recordable form, from the mortgagee in favor of and delivered to the Lessee) contains provisions to the effect that, so long as this Lease shall remain in force, in any action to foreclose the mortgage, Lessee will not be made a party defendant, that Lessee's possession

of the Premises will not be disturbed and that Lessee's Leasehold estate will not be affected, impaired, or terminated by any such action or proceeding or by any judgment, order, sale or conveyance made or rendered therein or pursuant thereto, so long as (at the time of the commencement of such action or foreclosure proceeding or during the pendency thereof) Lessee is not in default under the terms, covenants, and conditions of this Lease beyond any grace period provided in this Lease for curing same.

21. **FORCE MAJEURE.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
22. **EMINENT DOMAIN.** In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease.

In the event a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.

In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

23. **LESSEE COSTS.** Lessee shall be responsible for the monthly phone and data costs for the Premises.
24. **CAPTIONS.** The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.
25. **AUTHORIZATION, BINDING EFFECT.** This Lease, together with all amending instructions subsequent thereto (collectively, the "Lease"), is not valid or effective for any purpose until approved by all authorities or signatories, and no work is authorized until the Lease is fully executed.
26. **WAIVER.** The rights and remedies of either party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
27. **CHOICE OF LAW.** This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin.
28. **EXECUTED LEASE.** This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto. The parties have hereunto subscribed their names as of the date first above written or the date of the last signature below, whichever is later.



**LESSOR:**

**BROWN COUNTY**

By: \_\_\_\_\_

\_\_\_\_\_  
Troy Streckenbach, County Executive

Dated: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Sandra L. Juno, County Clerk

Dated: \_\_\_\_\_

**LESSEE:**

**BOARD OF REGENTS OF THE UNIVERSITY  
OF WISCONSIN SYSTEM**

By: \_\_\_\_\_

\_\_\_\_\_  
VP ADMINISTRATION

Dated: \_\_\_\_\_

**SCHEDULE I**

**Tenants Building Areas (Sq. Ft.) Total**

Brown County	6,903
Einstein Project	19,680
UW – Green Bay	10,208
Common Spaces	10,956
<u>Shared Spaces</u>	<u>15,983</u>
TOTAL BUILDING AREA	63,730

## SCHEDULE II

The Lessor shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

- a. The environmental control system shall maintain a comfortable humidity level and temperatures for an estimated use of 60 hours per week.
- b. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations.

**Must be compliant with State of Wisconsin Administrative Codes SPS 363 and 364, and ASHRAE 62.1-2004, in addition to all other applicable Federal, State and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2004 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2004 to new HVAC equipment selections ensuring in all circumstances, that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 364 minimum guidelines.**

- c. Install and maintain fire extinguishers according to any governmental building code and underwriters' (UL) recommendations.
- d. Provide safe drinking water with hot and cold running water for restrooms, counter sinks and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.
- e. Provide (2) master keys for entrance doors.
- f. All demised and common areas of the facility, including restrooms and any elevator(s) must meet all requirements of new construction for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 360 - 365, and the ANSI A117.1. ANSI Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and ANSI A117.1.
- g. Furnish building occupancy or use permit(s) if required.
- h. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
- i. JANITORIAL SERVICES Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds. This includes, but is not limited to, the plowing and removal of snow, ice removal and salting, removal of trash, pest control and the proper disposal of recyclable materials separated by Lessee. Beginning January 1, 1995, proper disposal of materials shall comply with sections 16.15(3) and 287.07 Wis. Stats., which require recycling the following items: aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection

containers as require for the deposit of all such recyclable and non-recyclable waste generated at the leased premises. Lessor further agrees to comply with all applicable municipal recycling requirements adopted under section 287.13, Wis. Stats.

- j. Provide signage, including building directory listing, suite identification, and any other Lessor provided signage consistent with others in the Building (this does not include Tenant's own exterior signage.)
- k. Provide snow and ice control and removal. Snow and ice will be removed from designated walking surfaces on Lessor controlled parking lots and sidewalks on building grounds by 6:30 AM each working day and 9:00 AM on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e. individuals who use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Particular attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice re-freezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits).

In the event that the Lessor fails to remove the snow and ice from the leased facility in accordance with the terms of the paragraph above, the Lessee may cause the same to be done and deduct the cost of such snow and ice removal from the rent due the Lessor.

Lessee's removal of snow and ice shall not release Lessor of liability or obligation under the provisions of this lease or any law or regulation.

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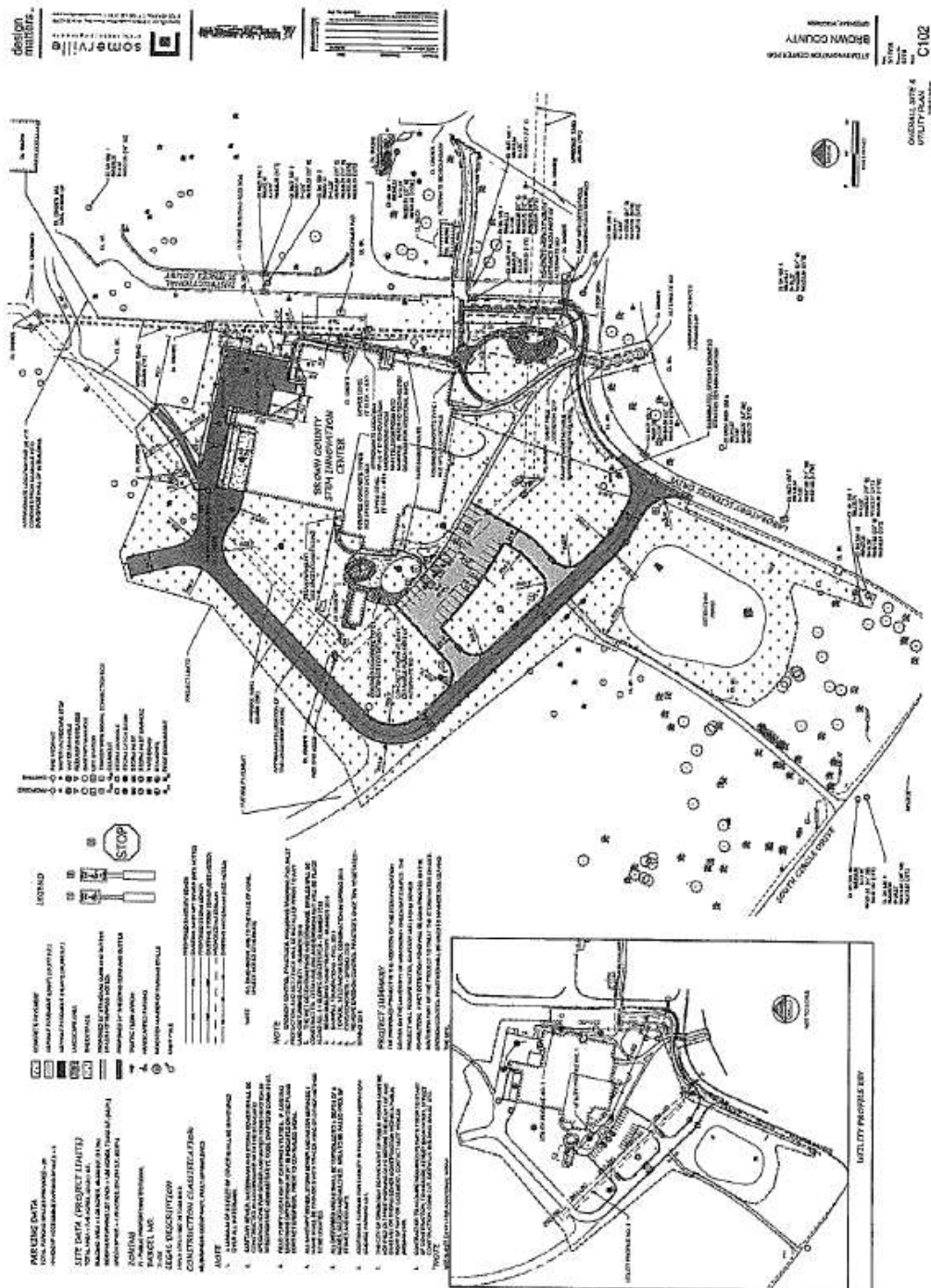
**EXHIBIT A**  
**Site plan**

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# EXHIBIT A



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**EXHIBIT B**  
**Building floor plans**

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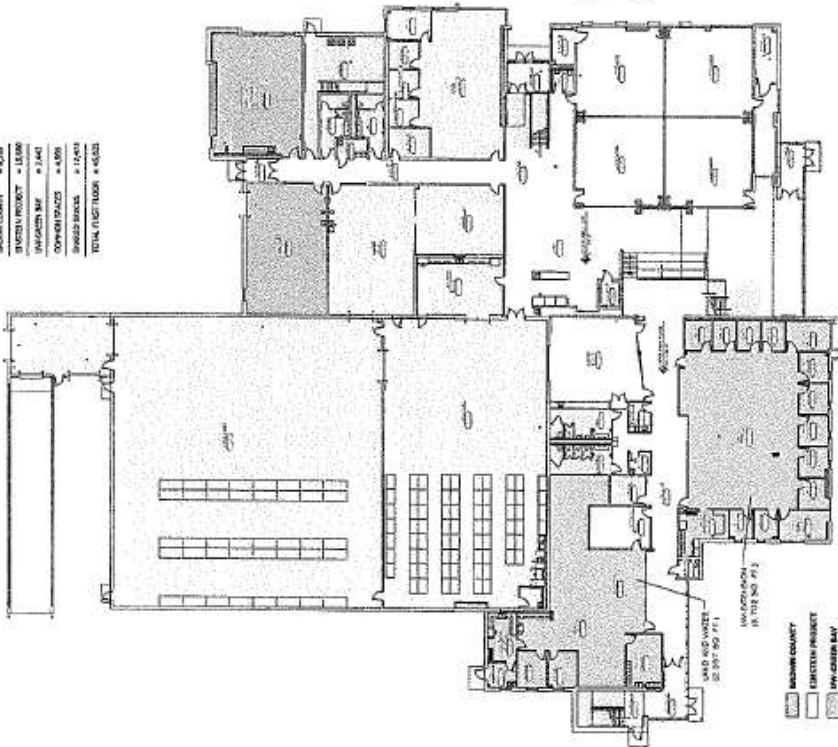
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# EXHIBIT B

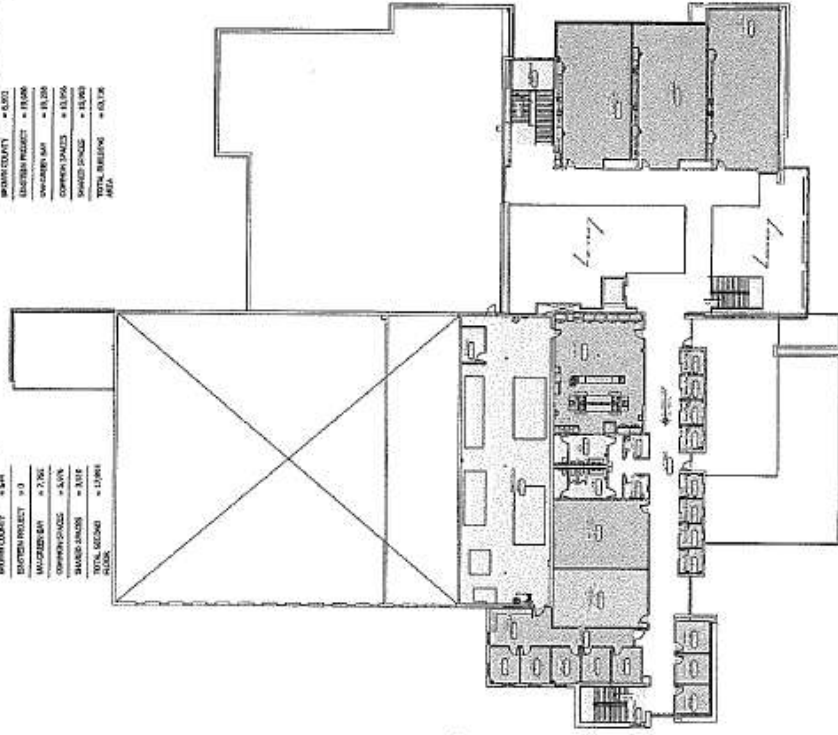
## FIRST FLOOR AREAS (SQ.FT.)

SOMER COUNTY	4,324
EASTERN PROJECT	15,000
WILCOX BAY	1,441
COMMON SPACES	4,500
SHARED SPACES	12,403
TOTAL FIRST FLOOR	45,525



## SECOND FLOOR AREAS (SQ.FT.)

SOMER COUNTY	4,514
EASTERN PROJECT	11,3
WILCOX BAY	7,761
COMMON SPACES	5,676
SHARED SPACES	3,818
TOTAL SECOND FLOOR	12,961



## TENANT BUILDING AREAS (SQ.FT.) TOTAL

SOMER COUNTY	4,503
EASTERN PROJECT	15,000
WILCOX BAY	11,200
COMMON SPACES	15,066
SHARED SPACES	15,493
TOTAL BUILDING AREA	60,262

BROWN COUNTY  
STEM INNOVATION CENTER FOR:  
GREEN BAY, WISCONSIN



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**EXHIBIT C**  
**Calculation of pro rata share of expenses based on occupancy and assumed use**

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### Lease

**THIS LEASE**, between Brown County (the "Lessor"), whose address is 305 E. Walnut Street, Green Bay, Wisconsin, and THE EINSTEIN PROJECT (the "Lessee");

The parties agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following (the "Premises"):

Approximately 19,680 square feet of dedicated space (the "Premises") in Lessor's building (the "Building"), together with approximately 26,939 square feet of shared and common areas, located at 2420 Nicolet Dr., in the City of Green Bay, Wisconsin (the "Building"), which Premises are further described on Exhibits A (site plan) & B (floor plan) & C (Pro Rata Share of Space) attached.

2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as space for The Einstein Project, (the "Tenant").
3. **SPACE ALLOCATION.** The amount of each tenant's shared, common, and dedicated space shall be documented as per attached Schedule I. As tenants of the building move out or relocate their space, the Lessor will provide a new Schedule I and send out to each Lessee as an addenda to each Lease.
4. **TERM.** The lease term hereunder shall begin on August 1, 2019 and end on July 31 2039. In addition, the Lease includes two 5-year renewal options.
  - a) If the actual Commencement Date differs from the stated lease term beginning date, the Lessor and Lessee shall execute a 'letter of addendum' which shall designate the exact Rent Commencement Date/Lease Term Begin Date and the Termination Date of this Lease, such that it shall be a full 5-year term. This Lease term, including renewal options as may have been provided for herein, may be extended under mutually agreeable terms, conditions and rental rate via a letter of addendum.
  - b) Tenant or Tenant's vendors shall have access to Premises prior to rent commencement at no charge in order to:

- i. install cabling for data and phones lines if needed during Lessor's construction period. Exact timing to be determined by Lessor and Tenant once Lessor's construction schedule is finalized. Tenant and/or Tenant's vendors shall not interfere with Lessor's contractor or cause an unreasonable delay to the Lessor's construction schedule; and
- ii. set up the work space in the Premises so Tenant's operations can begin on the Commencement Date/Lease Term Begin Date. Tenant shall have access at least 4 weeks prior to the beginning of the Rent Commencement Date/Lease Term Begin Date for this purpose.

5. **INITIAL TERM RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the first year of the initial -year Lease term at the following rate: The sum of Eighty Six Thousand six hundred forty five And 8 1 /100 Dollars (\$86,645.81) per annum, in equal monthly installments of seven thousand, two hundred twenty And 48/100 Dollars (\$7,220.48). The annual rental rate for the first and each subsequent year of the initial term shall be as a result of reconciled operating expenses in accordance with paragraph 7 below.

Initial Term Rental Rate Schedule			
Begin Date	End Date	Annual Rent	Monthly Rent
August 1, 2019	July 31, 2039	\$86,645.81	\$7,220.48

The annual rent throughout the entire lease term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month, except for the month of July during which the monthly installment is not due until the 15th day. Said rental payments shall be made to Lessor at the address for notices hereinafter set forth. Annual rent shall be comprised of Lessee's pro rata share of shared and common area operating expenses. This list is not meant to be all-inclusive: utilities, general and administrative expenses, janitorial, supplies and equipment, repairs and maintenance, replacement reserves, security and

fire alarm expenses, insurance, refuse collection, snow removal, landscaping, and payment for municipal services.

6. **RENEWAL RENTALS.** Provided that the Lessee is not then in default, this Lease may, at the option of the Lessee, be renewed for two successive 5-year periods from and after the initial term expiration date subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided written notice be given to Lessor at least days before the Lease would otherwise expire. Prior to the termination of the initial term of this Lease and all renewal options included herein, Lessor and Lessee may upon mutual consent and agreement negotiate terms and conditions for additional renewal periods.
7. **RECONCILIATION.** Within ninety (90) days after the end of each (fiscal/calendar/initial year of the term) year "Adjustment Period" ends, or as soon as reasonably practical, Lessor shall give Lessee an itemized statement along with copies of receipts and contracts showing in reasonable detail Lessee's allocated "Proportionate Share" as calculated in the attached Exhibit C:
  - a) Actual expenses for the Adjustment Period broken down by each component expense: utilities (water/sewer, gas, electricity), insurance, janitorial, supplies and equipment, repairs and maintenance, insurance, refuse collection, landscaping and snow removal, HVAC repairs and maintenance, parking lot maintenance, plumbing repairs and maintenance, and general administrative expenses. While comprehensive, this list is not exclusive. Other expenses may be charged as they arise if not included in this list;
  - b) The amount paid by Lessee during the Adjustment Period towards the expenses; and
  - c) The Proportionate Share Lessee owes towards the Expenses increase or the amount Lessor owes as a credit;AND
  - d) If the statement shows that the actual Proportionate Share Lessee owes for the Adjustment Period is less than the estimated rent paid by Lessee during the Adjustment Period, Lessor shall issue a credit to Lessee against any current or future amounts due from Lessee to Lessor

("Overpayment")

- e) If the Statement shows that the actual Proportionate Share Lessee owes is more than the estimated Expenses paid by Lessee during the Adjustment Period, Lessee shall pay the difference ("Underpayment").
- f) The Overpayment or Underpayment shall be paid or credited within sixty (60) days after the Statement is delivered to Lessee. Lessor shall use good faith efforts to issue the Statement as soon as reasonably practical after each Adjustment Period end.
- g) Upon Lease termination or expiration Lessor shall return any remaining "Replacement Reserves" funds to the Lessee within sixty (60) days of Lease termination or expiration.

8. **ASSIGNMENTS, SUBLETTING.** Lessee shall not assign this Lease in any event, and shall not sublet the Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the Lessor, which shall not be unreasonably withheld.

9. **COVENANTS OF LESSOR.** Lessor hereby agrees with Lessee as follows:

- a) Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall obtain a certificate of occupancy or any other authorizations required by local ordinance or regulations prior to Lessee's occupancy. The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
- b) Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
- c) Lessor shall be responsible for the costs of all improvements necessary to meet and maintain the standards and specifications set forth in Schedule II and Exhibits A and/or B.

Lessor shall maintain, at Lessor's expense, the Premises so as to comply with all federal, state and local codes applicable to the Premises.

Lessor agrees to complete, at Lessee's sole cost and expense, any reasonable improvements to the Premises which the Lessee requests to improve the health, safety and security of the Premises, which are in excess of code requirements and not required by Schedule II.

- d) In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the non-discrimination clause.
- e) The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or un-encapsulated asbestos bearing material exists, the Lessee may at its option vacate the Premises until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. If the Lessee vacates the Premises during the

encapsulation or removal process, the Lessor shall reimburse the Lessee for all move related costs. No rent shall accrue to the Lessor during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account of the cancellation of this Lease.

- f) the purposes of this Lease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Lessor attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above, and the Lessor will now and forever after the termination of this Lease hold Lessee harmless and indemnify the Lessee from and against any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from Lessee's use and occupancy of the Premises.

If during the Lessee's occupancy of the Premises such hazardous materials, substances, or air pollutants are found, the Lessor shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe.

Upon determination by the Lessee that unsafe hazardous materials, substances, or air pollutants as defined above affecting the Lessee's quiet enjoyment of the Premises exists, the Lessee may vacate the Premises until such time as the hazardous materials, substances, or air pollutants have been repaired or remediated to the satisfaction of the Lessee. If the Lessee vacates the Premises during the repair or remediation process, the Lessor shall reimburse the Lessee for all related or relocation costs and rent shall abate during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to repair or remediate the hazardous materials, substances, or air pollutants as

soon as practicable as determined by the Lessee, this Lease may by written notice to the Lessor be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee due to the cancellation of this Lease.

Lessor will immediately advise Lessee in writing of any actions or claims relating to any hazardous materials, substances, or air pollutants on the Premises. If the Lessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of the Lease, then the Lessor shall provide a copy of any test results to the Lessee. The Lessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises.

- g) In the event of any water damage to the Premises and/or common areas, Lessor agrees to begin the process of addressing the damage within twelve (12) hours of discovery or notification, and shall cause any water damaged (saturated, water spotted and/or dirty) materials to be dry within forty eight (48) hours of the time of discovery of such damage. If such materials are not completely dry by the end of the 48 hour period, the Lessee may require that the saturated materials (i.e. carpet, drywall, ceiling tiles, etc.) shall be removed from the premises and immediately replaced with new materials of identical quality or better quality. Lessor agrees to provide prior notification and provision of material safety data sheets (MSDS) if applicable to the Tenant on-site staff when any construction, renovation, maintenance, repairs, remodeling or cleaning work will be done within the building of which the Premises are a part of by the Lessor, contractors or other representative of the Lessor. The project notification and MSDS documents should be provided to the on-site staff no less than five (5) workdays before the anticipated start of the actual work.
- h) The default by Lessor of any covenant or agreement contained in any paragraph or provision of this Lease, shall constitute a material default of the Lease, and shall entitle the Lessee to terminate this lease, PROVIDED, that prior to such termination, the Lessee shall notify the Lessor in writing of the nature of the default and shall grant the Lessor a period



of thirty (30) days from the date of service of such notice to remedy or cease such act of default, and upon such remedy or cessation by the Lessor within said thirty (30) days, the Lessee shall waive the right to terminate for such default. In the event the act of default is such that it cannot be remedied within said thirty (30) day period, the Lessee shall waive the right to terminate for such default if corrective actions are commenced within such period and diligently pursued to completion by the Lessor.

- i) Lessor shall be responsible for paying to taxing authority payment for municipal services, and any assessments on the Premises.
- j) Lessor shall maintain, repair and replace all portions of the Building and common area. Except as otherwise set forth in this Lease, Lessor shall maintain and repair all mechanical, electrical, life safety, plumbing sprinkler systems and heating, ventilating and air conditioning systems. The cost of all maintenance, repair and replacement noted above and required to be performed by Lessor pursuant to this Lease shall be included as Lessee Operating Expenses. The cost for repair and replacement for structural elements of the roof, foundation, structural columns, and load bearing walls of the Building shall be borne by the Lessor.

10. **COVENANTS OF LESSEE.** Lessee hereby agrees with Lessor as follows:

- a) Lessee does hereby promise, and agree to pay the rent in the manner specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b) At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted.
- c) The default by Lessee (a) if Lessee shall be late in the payment of any rent or any other sum of money payable by Lessee to Lessor and if Lessee shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Lessor, or (b)

if Lessee shall be late in the performance or observance of any other agreement or condition in this Lease to be performed or observed and if Lessee shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Lessor of said late performance or observance (unless Lessee commences to cure said late performance or observance within (30) days after receipt of notice thereof and expedite the curing of the same to completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, Lessor may send written notice to Lessee of the termination of the term of this Lease, and, on the fifth (5th) day next following the date of the sending of the notice, the term of this Lease shall terminate, Lessee hereby waiving all rights of redemption.

- d) Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor. Such improvements exclude any of Lessee's system furniture, conventional furniture and all other Lessee personal property.
- e) Unless otherwise agreed in writing by and between the Lessor and the Lessee in advance, Lessee, at its sole cost and expense, shall maintain, repair and replace all nonstructural portions of the Premises included as tenant improvements. This includes ventilation and other equipment installed for Lessee's programmatic requirements.

- 10. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, "All Risk" property insurance for the building containing the Premises. Lessor also agrees to procure and maintain, during the term of this lease, commercial general liability insurance in the amount of not less than **\$1.0 million each occurrence and \$2.0 million general aggregate**. Under all conditions noted above, the commercial general aggregate limits are to apply on a per location basis. In addition, Lessor shall provide upon signing of the lease and thereafter annually, a certificate of insurance to Lessee evidencing such coverage.
- 11. **HOLD HARMLESS.** Lessor agrees to protect, indemnify and save The Einstein Project harmless from and against any and all claims, and against any and all loss, cost, damage or expense, including without limitation reasonable attorneys' fees, arising out of any negligent

acts of Lessor, its invitees or agents, or any failure of Lessor in any respect to comply with and perform all the requirements and provisions of this Lease.

The Lessee shall provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Lessee further agrees to indemnify and hold harmless the Lessor for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with this Lease, where such liability is founded upon or grows out of acts or omissions of any of the Lessee's officers, employees or agents while acting within the scope of their employment.

12. **MAINTENANCE.** The Lessor shall maintain the Premises in good repair and tenantable condition, and as required by §704.07, Wis. Stats., throughout the term of this Lease, except in case of damage arising from a willful act or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.
13. **DAMAGE OR DESTRUCTION.** In the event the Premises are partially damaged or destroyed by fire or other casualty or happening such that Lessee may continue to use a part of the Premises, Lessor shall promptly repair such damage and restore the Premises to its condition immediately prior to said damage or destruction. In such event, the rental and any other obligations of Lessee payable hereunder shall abate proportionally by the ratio that the damaged area bears to the total area of the Premises. Should Lessor fail to complete said restoration within 60 days of the partial damage or destruction, Lessee may terminate this Lease.

In the event the Premises are damaged or destroyed such that Lessee is unable to occupy the Premises (un-tenantable) without undue hardship and/or disruption of its business, Lessee may elect to terminate this Lease by providing Lessor written notice of such termination within 14 days after such damage or destruction, and, in that event, all rent and other obligations of the Lessee hereunder shall terminate as of the date of such damage or destruction. In the event the Premises are un-tenantable and Lessee does not elect to terminate this Lease, Lessor shall

proceed immediately to rebuild and restore the Premises to its condition immediately prior to said damage or destruction. In the case of Lessee's election not to terminate, all rent and other obligations of the Lessee hereunder shall abate from the date of un-tenantability until the date Lessee retakes possession of the Premises. In the event Lessor fails to complete the restoration within 120 days of the un-tenantability, Lessee may terminate this Agreement.

14. **NOTICES.** Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a postpaid envelope, addressed to the Lessor at Lessor's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Lessor:	Brown County Treasurer 305 E. Walnut St. P.O. Box 23600 Green Bay, WI 54305-3600
Rent sent to:	Same as above
If to Lessee:	The Einstein Project 1255 Einstein Way Green Bay, WI 54311

15. **RIGHT TO LEASE ADJACENT SPACE.** Lessee may lease any available adjacent space at any time during the term of this Lease or renewal options. Improvements for such space will be of the same nature and quality as that of the space contained herein. Such additional space shall be made available under mutually agreeable terms, conditions, and rental rate as mutually agreed upon. Such additional space may be added to this Lease via a letter of addendum.
16. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease, and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation,

commissions and charges claimed with respect to this Lease or the negotiations thereof.

17. **HOLDING OVER.** If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent shall be payable at the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.
18. **SUBORDINATION.** This Lease shall be subordinate to any and all mortgages hereafter placed against the Premises by Lessor, provided that any such mortgage (or a separate written agreement, in recordable form, from the mortgagee in favor of and delivered to the Lessee) contains provisions to the effect that, so long as this Lease shall remain in force, in any action to foreclose the mortgage, Lessee will not be made a party defendant, that Lessee's possession of the Premises will not be disturbed and that Lessee's Leasehold estate will not be affected, impaired, or terminated by any such action or proceeding or by any judgment, order, sale or conveyance made or rendered therein or pursuant thereto, so long as (at the time of the commencement of such action or foreclosure proceeding or during the pendency thereof) Lessee is not in default under the terms, covenants, and conditions of this Lease beyond any grace period provided in this Lease for curing same.
19. **FORCE MAJEURE.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
20. **EMINENT DOMAIN.** In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease.

In the event a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.

In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

21. **LESSEE COSTS.** Lessee shall be responsible for the monthly phone and data costs for the Premises.
22. **CAPTIONS.** The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections
23. **AUTHORIZATION, BINDING EFFECT.** This Lease, together with all amending instructions subsequent thereto (collectively, the "Lease"), is not valid or effective for any purpose until approved by all authorities or signatories, and no work is authorized until the Lease is fully executed.
24. **WAIVER.** The rights and remedies of either party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

25. **CHOICE OF LAW.** This Lease shall be governed by and construed and interpreted in with accordance with the laws of the State of Wisconsin.
27. **EXECUTED LEASE.** This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto. The parties have hereunto subscribed their names as of the date first above written or the date of the last signature below, whichever is later.

**LESSOR:**

**BROWN COUNTY**

By: \_\_\_\_\_

\_\_\_\_\_  
Troy Streckenbach, County Executive

Dated: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Sandra L. Juno, County Clerk

Dated: \_\_\_\_\_

**LESSEE:**

**THE EINSTEIN PROJECT**

By: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT

Dated: \_\_\_\_\_

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**SCHEDULE I**

**Tenants Building Areas (Sq. Ft.) Total**

Brown County	6,903
Einstein Project	19,680
UW – Green Bay	10,208
Common Spaces	10,956
<u>Shared Spaces</u>	<u>15,983</u>
TOTAL BUILDING AREA	63,730



## SCHEDULE II

The Lessor shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

- a. The environmental control system shall maintain a comfortable humidity level and temperatures for an estimated use of 60 hours per week:
- b. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations.

**Must be compliant with State of Wisconsin Administrative Codes SPS 363 and 364, and ASHRAE 62.1-2004, in addition to all other applicable Federal, State and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2004 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2004 to new HVAC equipment selections ensuring in all circumstances, that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 364 minimum guidelines.**

- c. Install and maintain fire extinguishers according to any governmental building code and underwriters' (UL) recommendations.
- d. Provide safe drinking water with hot and cold running water for restrooms, counter sinks and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.
- e. Provide (2) master keys for entrance doors.
- f. All demised and common areas of the facility, including restrooms and any elevator(s) must meet all requirements of new construction for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 360 - 365, and the ANSI A117.1. ANSI Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and ANSI A117.1.
- g. Furnish building occupancy or use permit(s) if required.
- h. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
- i. JANITORIAL SERVICES Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds. This includes, but is not limited to, the plowing and removal of snow, ice removal and salting, removal of trash, pest control and the proper disposal of recyclable materials separated by Lessee. Beginning January 1, 1995, proper disposal of materials shall comply with sections 16.15(3) and 287.07 Wis. Stats., which require recycling the following items: aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection

containers as require for the deposit of all such recyclable and non-recyclable waste generated at the leased premises. Lessor further agrees to comply with all applicable municipal recycling requirements adopted under section 287.13, Wis. Stats.

- j. Provide signage, including building directory listing, suite identification, and any other Lessor provided signage consistent with others in the Building (this does not include Tenant's own exterior signage.)
- k. Provide snow and ice control and removal. Snow and ice will be removed from designated walking surfaces on Lessor controlled parking lots and sidewalks on building grounds by 6:30 AM each working day and 9:00 AM on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e. individuals who use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Particular attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice re-freezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits).

In the event that the Lessor fails to remove the snow and ice from the leased facility in accordance with the terms of the paragraph above, the Lessee may cause the same to be done and deduct the cost of such snow and ice removal from the rent due the Lessor.

- Lessee's removal of snow and ice shall not release Lessor of liability or obligation under the provisions of this lease or any law or regulation.



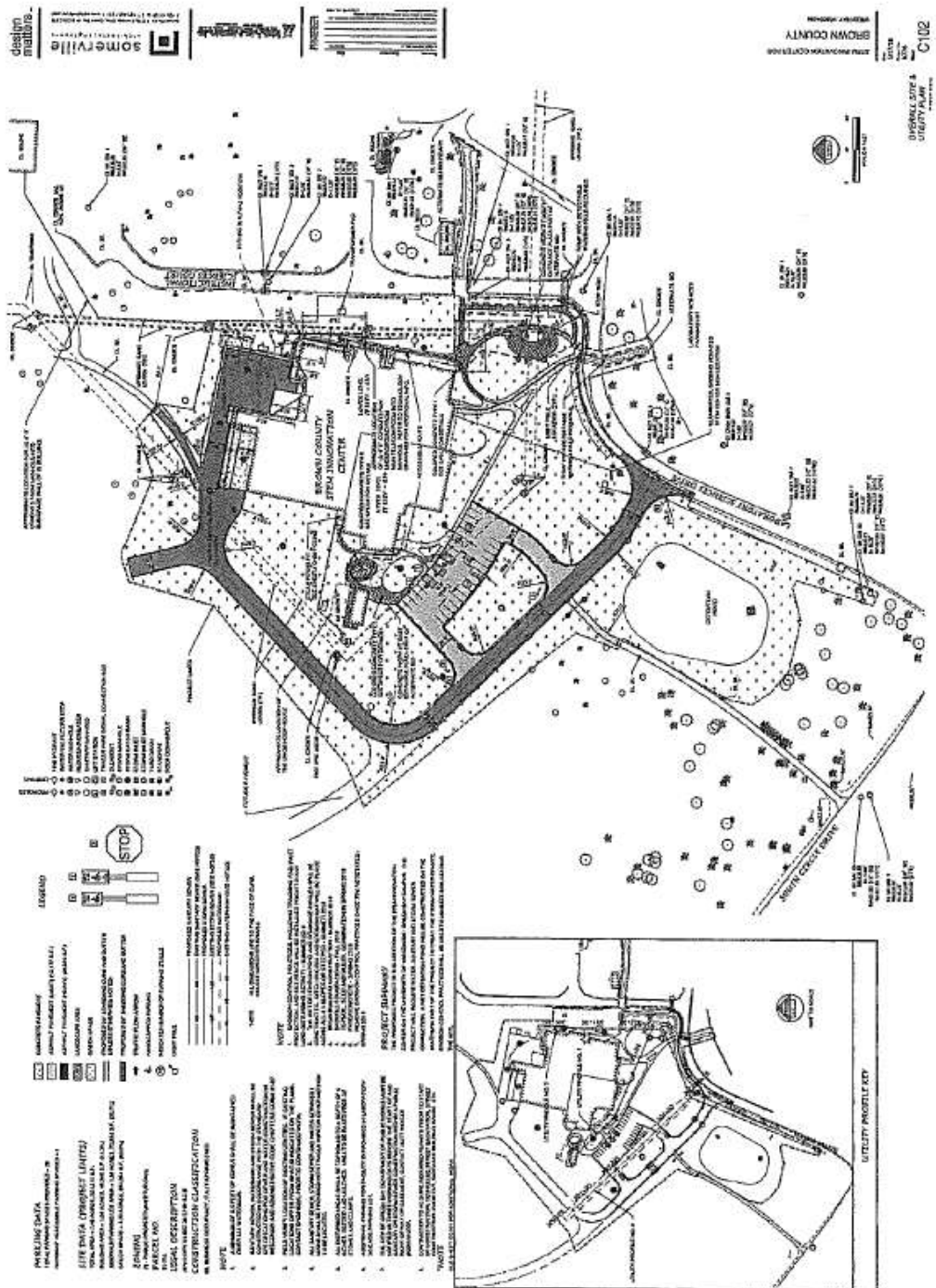
**EXHIBIT A**  
**Site plan**

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# EXHIBIT A



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**EXHIBIT B**  
**Building floor plans**

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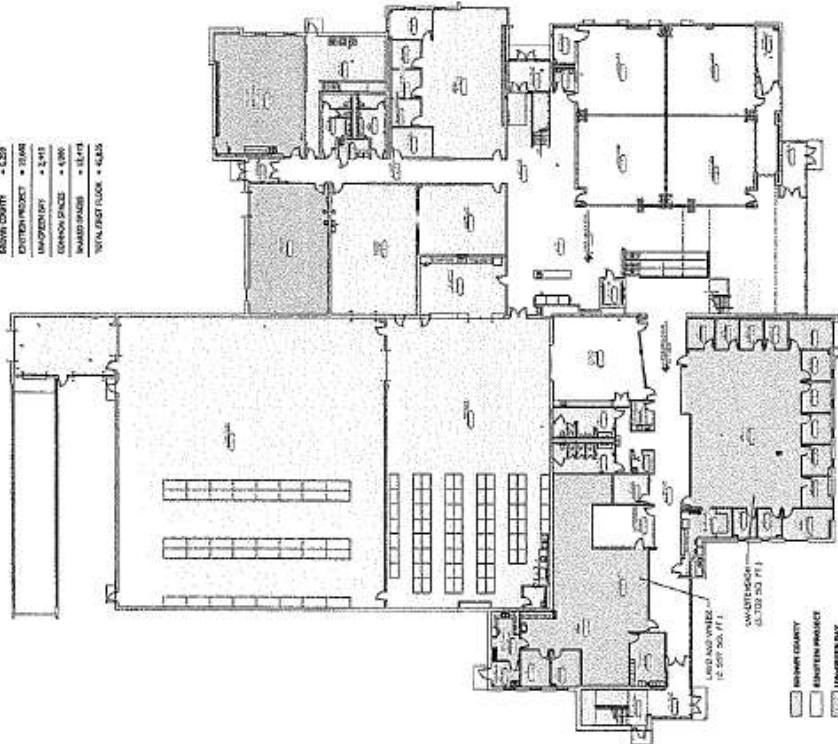




# EXHIBIT B

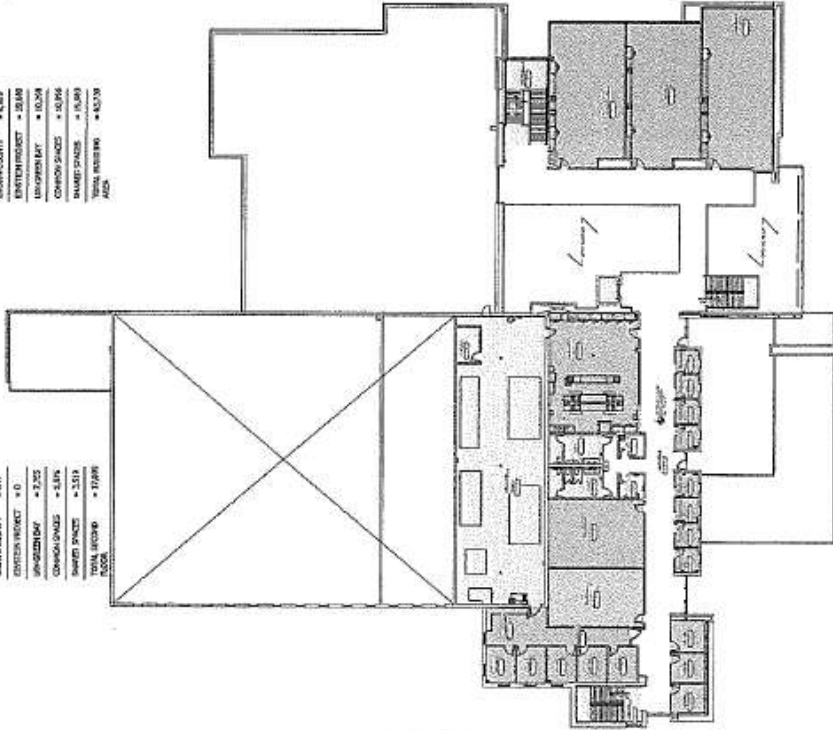
## FIRST FLOOR AREAS (SQ.FT.)

BROWN COUNTY	= 1,229
EASTERN PROJECT	= 7,048
UNIVERSITY BAY	= 2,415
COMMON SPACES	= 6,091
SHARED SPACES	= 18,478
TOTAL FIRST FLOOR	= 48,261



## SECOND FLOOR AREAS (SQ.FT.)

BROWN COUNTY	= 644
EASTERN PROJECT	= 0
UNIVERSITY BAY	= 2,255
COMMON SPACES	= 5,874
SHARED SPACES	= 2,513
TOTAL SECOND FLOOR	= 7,286



## TENANT BUILDING AREAS (SQ.FT.) TOTAL

BROWN COUNTY	= 1,873
EASTERN PROJECT	= 7,048
UNIVERSITY BAY	= 4,670
COMMON SPACES	= 11,965
SHARED SPACES	= 18,491
TOTAL TENANT BUILDING AREAS	= 43,047

BROWN COUNTY  
STEM INNOVATION CENTER FOR:  
GREEN BAY, WISCONSIN



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**EXHIBIT C**  
**Calculation of pro rata share of expenses based on occupancy and assumed use**

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## **GRANT AGREEMENT**

**Between the**

**State of Wisconsin  
Department of Administration**

**And**

**Brown County**

THIS GRANT AGREEMENT is made and entered into by and between the Department of Administration, State of Wisconsin ("Grantor") and Brown County, ("Grantee").

**WHEREAS**, the Legislature has provided that the Wisconsin State Building Commission ("Commission") may authorize up to Five Million (\$5,000,000) Dollars to aid in the construction of the Brown County Science, Technology, Engineering and Mathematics (STEM) Innovation Center (the "Project"); and

**WHEREAS**, the statutes provide that the state funding commitment for the Project shall be in the form of a grant to Grantee;

**WHEREAS**, the statutes provide that the state funding commitment to develop the Project shall not be released by the Commission to Grantee until the Commission has determined that Grantee has secured at least Ten Million Dollars (\$10,000,000) in funding from non-state sources for the project; and

**WHEREAS**, the Commission, at its meeting on August 8, 2018, determined that Grantee has met all the conditions set forth by the Legislature and authorized Grantor to release funds to Grantee for the construction of the Project in the City of Green Bay, Brown County, in the amount of \$5,000,000 from the appropriation account under section 20.867 (2) (q) of the statutes, as a grant to Grantee.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

1. Grantor shall make payments to Grantee in the total amount of \$5,000,000, as reimbursement of construction expenses incurred by Grantee in connection with the Project. Grantor shall disburse the grant as a payment based on a requisition (Form of requisition attached as Exhibit A).
2. Grantee has provided information to Grantor showing that they have secured additional funding commitments for the remainder of the approximately \$15,000,000 project cost from non-state revenue sources, the non-state revenue sources are reasonable and available and the total funding commitments of the state and the non-state sources will permit Grantee to satisfy the payments to aid in the construction of the Project. Grantee shall

10.



provide such additional information as may be required by the Grantor from time-to-time to show its compliance with the requirement of this paragraph.

3. The Project is located at the UW-Green Bay campus 2420, Nicolet Dr., Green Bay, WI, Brown County (The "Property"). The legal description of the Property is attached hereto as Exhibit B.
4. Other than payment of the \$5,000,000 in grant funds, the State of Wisconsin and its agencies, officers and employees will have no obligation regarding the facility. Therefore, Grantee hereby agrees to indemnify, hold harmless and defend the State of Wisconsin and its agencies, officers and employees against any financial obligation or liability regarding the construction of the Project, including, but not limited to, injury to any person or property or environmental hazards which may be encountered in the construction, maintenance and management of this facility. Grantee shall maintain full replacement cost coverage for the facility and upon loss or destruction of the facility shall repair or rebuild the facility within three (3) years from the date of loss or repay to Grantor the amount of the Grant. The form of this replacement cost coverage shall be satisfactory to the Grantor.
5. Pursuant to 2013 Wisconsin Act 20 and Article 8, section 7, sub. 2 of the State of Wisconsin Constitution, Grantee is required to sign the attached Use Restriction Easement. Grantee hereby accepts a use restriction easement over property for a period of twenty (20) years hereof or until such time that the person charged with the administration of the grant determines that the purpose of the grant has been satisfied. The use restriction easement shall be of the nature and character and to the extent and on the terms and conditions set forth therein.
6. Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical conditions, and developmental disability as defined in Section 51.01(5), Wisconsin Statutes, sexual orientation, or national origin. This provision shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee shall take affirmative action to ensure equal employment opportunities. Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by Grantee setting forth the provisions of the nondiscrimination clause. An Affirmative Action Plan is required from any Grantee who receives an award from the Grantor in excess of Fifty Thousand (\$50,000.00) Dollars and who has a workforce of fifty (50) or more employees as of the Grant date. Grantee shall include these provisions in any subcontract associated with this Grant.
7. Grantee shall establish a record keeping system, which assures that Grantee is in compliance with this Agreement. The system shall provide an historic account of Agreement activities for examination and review by anyone

authorized by the Grantor. Records must be maintained after final completion of construction for a period of not less than three (3) years.

The minimum acceptable records for administrative purposes of this Agreement consist of invoices for allowable construction costs, materials and equipment and construction services and professional, architectural and engineering fees.

Grantee shall maintain sufficient segregation of accounting records for this Agreement separate from other agreements, projects and programs. Documents related to this Agreement shall be made available for review by Grantor during normal business hours. Grantor shall have access to all records related to this agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe and copy on the premises any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, Grantee shall provide copies in such form as may be requested by Grantor. This provision shall also apply in the event of termination of this Agreement.

8. If the facility that is constructed with funds from the Grant is not used as science, technology, engineering and mathematics (STEM) innovation center at the completion of construction, Grantor shall retain an ownership interest in the facility equal to the amount of the state's grant.
9. This Grant Agreement shall be recorded in the Office of the Register of Deeds, Brown County.

GRANTOR:

**THE STATE OF WISCONSIN**

By: \_\_\_\_\_

John L. Klenke

Secretary

Wisconsin State Building Commission

GRANTEE:

**BROWN COUNTY**

By: \_\_\_\_\_

Troy J. Streckenbach

Brown County Executive

State of Wisconsin Capital Finance Office  
Attn: Capital Finance Director  
101 East Wilson Street, 10<sup>th</sup> Floor  
P.O. Box 7864  
Madison, WI 53707

To Whom It May Concern:

Requisition Date: \_\_\_\_\_ Requisition Number \_\_\_\_\_

Requisition of Construction Grant Funds  
Brown County

On behalf of Brown County, a draw on available grant funds for the above project is hereby requested. The invoice(s), closing documents, or other materials evidencing payment of costs and expenses for which reimbursement is requested are listed and attached separately. This grant draw is to reimburse construction invoice(s) at the Brown County Science, Technology, Engineering and Mathematics (STEM) Innovation Center paid by Brown County. The calculation of the amount of grant available and this draw is as follows:

1. Total Amount of Grant:	\$ _____
2. Total of Previous Grant Draws	0.00
3. Remaining Grant Available:	\$ _____
4. Total Costs/Expenses Submitted	\$0.00
5. Grant Draw (50% of Total Costs/Expenses)	\$0.00
6. Cumulative total of Grant Draws (line 2 plus line 5)	\$0.00
7. Remaining Grant Available (line 1 minus line 6)	\$ _____

On behalf of Brown County I hereby certify that the materials submitted with this letter are true and correct copies of documents evidencing payments made by Brown County and the amounts requested for payment under this Requisition are due to Brown County.

Sincerely,

BROWN COUNTY

By: \_\_\_\_\_  
Name: Troy J. Streckenbach  
Title: Brown County Executive

(0)

### Legal Description of the Facility

STEM Innovation Center

#### LEASE DESCRIPTION:

Part of the Northwest 1/4 of the Northwest 1/4 and part of the Southwest 1/4 of the Northwest 1/4, Section 26, Town 24 North, Range 21 East, City of Green Bay, Brown County, Wisconsin.

Commencing at the North 1/4 Corner of said Section 26;  
Thence N 89°00'29" W, 1538.59 feet along the north line of said Section 26;  
Thence S 00°59'31" W, 651.15 feet to the point of beginning of lease parcel;  
Thence S 47°52'14" E, 132.49 feet;  
Thence S 77°09'16" E, 75.05 feet;  
Thence S 01°06'26" W, 431.36 feet;  
Thence 50.22 feet along the arc of a 34.45 foot radius non-tangent curve to the right with a central angle of 83°32'10" and a chord bearing of S 53°22'37" W, 45.89 feet;  
Thence N 85°59'53" W, 13.12 feet;  
Thence N 89°38'09" W, 3.18 feet;  
Thence 3.62 feet along the arc of a 15.00 foot radius non-tangent curve to the right with a central angle of 13°48'33" and a chord bearing of N 82°43'52" W, 3.61 feet;  
Thence N 75°49'36" W, 24.70 feet;  
Thence 8.72 feet along the arc of a 25.00 foot radius non-tangent curve to the left with a central angle of 19°59'06" and a chord bearing of N 85°49'09" W, 8.68 feet;  
Thence 59.68 feet along the arc of a 158.58 foot radius non-tangent curve to the left with a central angle of 21°33'42" and a chord bearing of S 75°41'07" W, 59.32 feet;  
Thence 60.48 feet along the arc of a 121.95 foot radius non-tangent curve to the left with a central angle of 28°24'57" and a chord bearing of S 51°10'42" W, 59.86 feet;  
Thence S 26°50'29" W, 26.34 feet;  
Thence 60.27 feet along the arc of a 230.32 foot radius non-tangent curve to the left with a central angle of 14°59'34" and a chord bearing of S 30°19'21" W, 60.10 feet;  
Thence S 22°49'34" W, 217.66 feet;  
Thence S 81°40'38" W, 12.15 feet;  
Thence N 64°29'16" W, 211.18 feet;  
Thence N 30°06'26" E, 206.22 feet;  
Thence N 60°39'26" W, 15.37 feet;  
Thence N 21°01'33" E, 56.05 feet;  
Thence N 39°14'39" W, 345.36 feet;  
Thence N 42°56'50" E, 423.30 feet;  
Thence S 83°30'42" E, 180.69 feet to the Point of Beginning containing 344,064 square feet (7.899 acres) of land more or less and subject to easements and restrictions of record.

(0)

## USE RESTRICTION AGREEMENT

Between the

State of Wisconsin  
Department of Administration

And

Brown County

THIS USE RESTRICTION EASEMENT ("Agreement")  
is made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_,  
2018, by and between Brown  
County ("Grantor") and THE STATE OF WISCONSIN  
("Grantee").

### WITNESSETH:

WHEREAS, Body Corporate as defined in Section  
59 of the Wisconsin Statutes; and

WHEREAS, Grantor is the holder of a ground lease (the "Property") located in the City  
of Green Bay, Brown County, Wisconsin, and more particularly described on Exhibit A hereto;

WHEREAS, the Legislature has provided financial support for the development of the  
Brown County Science, Technology, Engineering and Mathematics (STEM) Innovation  
Center for Brown County in the City of Green Bay, Brown County;

WHEREAS, the Legislature has determined that it is in the public interest, and it is the  
public policy of this state, to assist Brown County in the construction of the Brown County  
Science, Technology, Engineering and Mathematics (STEM) Innovation Center (the  
"Project") in the City of Green Bay, Brown County;

WHEREAS, on August 8, 2018 the State of Wisconsin Building Commission authorized  
\$5,000,000 in general fund supported borrowing to aid Grantor in the construction of the Project,  
with state funding support to be in the form of a grant, and determined that Grantor has secured  
sufficient additional funding from non-state donations for the project;

WHEREAS, if the facility that is constructed with funds from the grant, and/or the  
equipment that is purchased, is not used for the purpose of the Project in Brown County, the  
Legislature requires Grantee to retain an ownership interest in the facility equal to the amount of  
the state's grant; and; and

Recording Area

Name and return address:

Chris Green, Chief Counsel  
WI Department of Administration  
P.O. Box 7864  
Madison, WI 53707

PIN: 251-04268.000

WHEREAS, Wisconsin Constitution, Article VIII, Section 7 establishes limited purposes for which general fund supported borrowing may be used and, as such, Grantee's grant to Grantor (the "Grant") must result in Grantee acquiring an interest in property for public purposes;

NOW, THEREFORE, in consideration of the Grant, the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant Purpose. Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby accepts, a use restriction easement over the Property for a period of Twenty (20) years from the effective date hereof (the "Term"), which use restriction easement shall be of the nature and character and to the extent and on the terms and conditions set forth herein. It is the purpose of this Agreement to assist Grantor in the construction of the Brown County Science, Technology, Engineering and Mathematics (STEM) Innovation Center.

2. Restrictions. In furtherance of the foregoing, Grantor covenants, on behalf of itself and its successors and assigns, which covenants shall run with and bind the Property during the Term, that the Property and the Brown County Science, Technology, Engineering and Mathematics (STEM) Innovation Center will be primarily used to aid in the construction of this facility to be constructed under a ground lease with the University of Wisconsin Board of Regents on the UW Green Bay campus in the City of Green Bay and that any activity on or use of the Property inconsistent with such primary use and the purpose of this Agreement is prohibited.

3. Reserved Rights. Grantor hereby reserves to itself and its successors and assigns, all rights accruing from ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited by or inconsistent with the purpose of this Agreement.

4. Rights of Grantee. To accomplish the purpose of this Agreement, the following rights are hereby granted to the Grantee:

(a) Grantee shall have the right to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Agreement, as provided in Paragraph 5 hereof, provided that (except in cases where Grantee reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Agreement that would significantly impair the public purposes to be served by this Agreement) such entry shall be upon prior reasonable notice in writing to Grantor.

(a) Grantee shall have the right to prevent any activity on or use of the Property that is inconsistent with the purpose and terms of this Agreement, as provided in Paragraph 5 hereof.

5. Grantee's Remedies.

(a) Acquisition of Ownership Interest. If Grantee determines that a violation of Paragraph 2 of this Agreement has occurred or is threatened, then it shall give written notice to Grantor of the same, and Grantor shall have a thirty (30) day period after the receipt of such notice in which to cure such violation or, if such violation cannot be cured within such thirty (30) day period, then Grantor shall commence diligent efforts to pursue cure of such violation. If Grantor fails to either cure such a violation or commence and continue such diligent efforts to pursue a cure of such violation within thirty (30) days after receipt of notice to do so from Grantee, then Grantee shall deliver written notice to Grantor, and Grantor, within ten (10) days after delivery of such written notice, shall deliver to Grantee a deed in substantially the form attached hereto as Exhibit B, transferring an interest in the Property to Grantee equal to amounts paid by Grantee under the Grant.

(b) Injunctive Relief. Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to such violation.

(c) Scope of Relief. Grantee's rights under this Paragraph 5 apply equally in the event of either actual or threatened violations of the terms of this Agreement. Grantor agrees that Grantee shall be entitled to the injunctive relief described in Paragraph 5(b) hereof, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Agreement. The remedies described in this Paragraph 5 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(d) Costs of Enforcement. All reasonable costs incurred by Grantee in successfully enforcing the terms of this Agreement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in such a judicial action, then Grantee shall pay Grantor's costs and expenses relating thereto.

(e) Forbearance. Forbearance by Grantee in exercising its rights under this Agreement in the event of any breach of any term of this Agreement by Grantor shall not be deemed or construed to be a waiver by Grantee of such breach or of any subsequent breach of the same or any other term of this Agreement or of any of Grantee's rights under this Agreement. No delay or omission in the exercise by Grantee of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(f) Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

(g) Acts Beyond Grantor's Control. Notwithstanding anything to the contrary contained in this Agreement, Grantee shall not be entitled to bring any action against Grantor for any change in use of the Property resulting from causes beyond Grantor's reasonable control, including, without limitation, fire, flood, storm, and earth movement;

or from any action or inaction by Grantor in order to comply with local, state, or federal laws or regulations.

6. No Public Access. No right of access by the general public to any portion of the Property is granted by this Agreement.

7. Costs, Liabilities, Taxes, and Environmental Compliance.

(a) Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of liability insurance coverage in the minimum amount of \$1,000,000 (adjusted from time to time by the percentage change from the date hereof in the Consumer Price Index – All Urban Consumers, All Items, 1982-84 = 100, or if such index is no longer published, then a similar generally accepted index of price inflation). Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Agreement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

(b) Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively “taxes”), including any taxes imposed upon, or incurred as a result of this Agreement, and shall furnish Grantor with satisfactory evidence of payment upon request.

(c) Representations and Warranties. Grantor represents and warrants that, to the best knowledge of Grantor, there is no pending or threatened litigation in any way affecting, involving, or relating to the Property and no civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor believes would form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

(d) Control. Nothing in this Agreement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor’s activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or similar laws imposing legal liability on the owner or operator of real property.

8. Extinguishment; Condemnation.

(a) Extinguishment. If circumstances arise in the future that render the purpose of this Agreement impossible to accomplish, then this Agreement can be



terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the original amount of the Grant.

(b) Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in-lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Agreement, in whole or in part, then Grantor and Grantee shall act jointly to recover the full value of Grantor's interest in the Property subject to the taking or in-lieu purchase and all direct or incidental damages resulting therefrom (the "Award"), from which Award Grantee shall be entitled to collect an amount equal to the original amount of the Grant, plus reasonable interest calculated from the date hereof, and any expenses reasonably incurred by Grantee in connection with the taking or in-lieu purchase; provided, however, that if the Award is less than such original Grant amount plus such reasonable interest, then Grantee shall be entitled to recover its pro rata share of the Award.

9. Subsequent Transfers. Grantor agrees to incorporate the terms of this Agreement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any such interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph 9 shall not impair the validity of this Agreement or limit its enforceability in any way.

10. Estoppel Certificates. Grantee shall within thirty (30) days after its receipt of a written request by Grantor therefor, execute and deliver to Grantor, or to any party designated by Grantor, an estoppel certificate, which certifies Grantor's compliance with any obligations of Grantor contained in this Agreement. Such certification shall be limited to the use being made of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within twenty (20) days after its receipt of Grantor's written request therefor and shall execute and deliver the requested certificate within ten (10) days after such inspection.

11. Termination. This Agreement shall terminate twenty (20) years from the effective date written above (the "Termination Date"). If at any time after the Termination Date Grantee receives a request from Grantor to record a notice of termination in the office of the Register of Deeds for Brown County, Wisconsin, Grantee shall comply with the request within ten (10) business days of receipt of the request, and shall deliver a copy of such notice of termination to Grantor. In the event that the person charged with the administration of this Agreement on behalf of Grantee (e.g., the Secretary of the Department of Administration) determines that the purposes to be served by the Grant have been satisfied, Grantee may terminate this Agreement and its rights hereunder at any time by recording a notice of termination in the office of the Register of Deeds for Brown County, Wisconsin. Grantee shall deliver a copy of such notice of termination to Grantor.

12. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either delivered personally or sent by first class mail, postage prepaid, addressed as follows:

If to Grantor:

Brown County  
305 E. Walnut St.  
P.O. Box 23600  
Green Bay, WI 54305-3600  
Attention: Chuck Lamine, Planning Director

If to Grantee: State of Wisconsin  
Wisconsin Department of Administration  
101 East Wilson Street, 10<sup>th</sup> Floor  
Madison, WI 53702  
Attention: Chief Legal Counsel

or to such other address or by such other means of common communication as either party from time to time may designate by written notice to the other.

13. Recording. Grantee shall record this Agreement in the office of the Register of Deeds for Brown County, Wisconsin, and may re-record it at any time as may be required to preserve its rights under this Agreement.

14. General Provisions.

(a) Controlling Law. The interpretation and performance of this Agreement shall be governed by the internal laws of the State of Wisconsin.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed to effect the primary purpose of this Agreement and the public purposes to be served by the making of the Grant. If any provision in this Agreement is found to be ambiguous, then an interpretation consistent with the primary purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to such matters, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in with the Property during the Term.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Agreement terminate upon transfer of that party's interest in this Agreement (as to Grantee) or the Property (as to Grantor), except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this Agreement have been inserted solely for convenience of reference and shall have no effect upon its construction or interpretation.

(i) Amendment. If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Grantor and Grantee may jointly amend this Agreement by a written instrument recorded in the office of the Register of Deeds for Brown County, provided that any such amendment shall not diminish the purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and delivered the same as of the day and year first above written.

*[Signatures on next page]*

GRANTOR:  
**BROWN COUNTY**

GRANTEE:  
**THE STATE OF WISCONSIN**

By: \_\_\_\_\_

Troy J. Streckenbach  
County Executive  
Commission

By: \_\_\_\_\_

John L. Klenke  
Secretary, Wisconsin State Building

**ACKNOWLEDGEMENT**

State of Wisconsin  
County of Dane

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by John L. Klenke  
as the Secretary of the Wisconsin State Building Commission.

\_\_\_\_\_

Notary Public, Wisconsin  
My Commission (expires) (is) \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of Wisconsin  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by Troy J.  
Streckenbach as County Executive for Brown County.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Wisconsin  
My Commission (expires) (is) \_\_\_\_\_

This document was drafted by Doug Lovejoy, Legal Counsel, Wisconsin Department of  
Administration.

## EXHIBIT A

### Legal Description of the Property

STEM Innovation Center

#### LEASE DESCRIPTION:

Part of the Northwest 1/4 of the Northwest 1/4 and part of the Southwest 1/4 of the Northwest 1/4, Section 26, Town 24 North, Range 21 East, City of Green Bay, Brown County, Wisconsin.

Commencing at the North 1/4 Corner of said Section 26;

Thence N 89°00'29" W, 1538.59 feet along the north line of said Section 26;

Thence S 00°59'31" W, 651.15 feet to the point of beginning of lease parcel;

Thence S 47°52'14" E, 132.49 feet;

Thence S 77°09'16" E, 75.05 feet;

Thence S 01°06'26" W, 431.36 feet;

Thence 50.22 feet along the arc of a 34.45 foot radius non-tangent curve to the right with a central angle of 83°32'10" and a chord bearing of S 53°22'37" W, 45.89 feet;

Thence N 85°59'53" W, 13.12 feet;

Thence N 89°38'09" W, 3.18 feet;

Thence 3.62 feet along the arc of a 15.00 foot radius non-tangent curve to the right with a central angle of 13°48'33" and a chord bearing of N 82°43'52" W, 3.61 feet;

Thence N 75°49'36" W, 24.70 feet;

Thence 8.72 feet along the arc of a 25.00 foot radius non-tangent curve to the left with a central angle of 19°59'06" and a chord bearing of N 85°49'09" W, 8.68 feet;

Thence 59.68 feet along the arc of a 158.58 foot radius non-tangent curve to the left with a central angle of 21°33'42" and a chord bearing of S 75°41'07" W, 59.32 feet;

Thence 60.48 feet along the arc of a 121.95 foot radius non-tangent curve to the left with a central angle of 28°24'57" and a chord bearing of S 51°10'42" W, 59.86 feet;

Thence S 26°50'29" W, 26.34 feet;

Thence 60.27 feet along the arc of a 230.32 foot radius non-tangent curve to the left with a central angle of 14°59'34" and a chord bearing of S 30°19'21" W, 60.10 feet;

Thence S 22°49'34" W, 217.66 feet;

Thence S 81°40'38" W, 12.15 feet;

Thence N 64°29'16" W, 211.18 feet;

Thence N 30°06'26" E, 206.22 feet;

Thence N 60°39'26" W, 15.37 feet;

Thence N 21°01'33" E, 56.05 feet;

Thence N 39°14'39" W, 345.36 feet;

Thence N 42°56'50" E, 423.30 feet;

Thence S 83°30'42" E, 180.69 feet to the Point of Beginning containing 344,064 square feet (7.899 acres) of land more or less and subject to easements and restrictions of record.

**EXHIBIT B**

**Form of Deed**

See Attached

## Document Name

Recording Area

Parcel Identification Number (PIN)

10j'

**Legal Description of the Property**

STEM Innovation Center

LEASE DESCRIPTION:

Part of the Northwest 1/4 of the Northwest 1/4 and part of the Southwest 1/4 of the Northwest 1/4, Section 26, Town 24 North, Range 21 East, City of Green Bay, Brown County, Wisconsin.

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Thence 3.62 feet along the arc of a 15.00 foot radius non-tangent curve to the right with a central angle of 13°48'33" and a chord bearing of N 82°43'52" W, 3.61 feet;

Thence N 75°49'36" W, 24.70 feet;

Thence 8.72 feet along the arc of a 25.00 foot radius non-tangent curve to the left with a central angle of 19°59'06" and a chord bearing of N 85°49'09" W, 8.68 feet;

Thence 59.68 feet along the arc of a 158.58 foot radius non-tangent curve to the left with a central angle of 21°33'42" and a chord bearing of S 75°41'07" W, 59.32 feet;

Thence 60.48 feet along the arc of a 121.95 foot radius non-tangent curve to the left with a central angle of 28°24'57" and a chord bearing of S 51°10'42" W, 59.86 feet;

Thence S 26°50'29" W, 26.34 feet;

Thence 60.27 feet along the arc of a 230.32 foot radius non-tangent curve to the left with a central angle of 14°59'34" and a chord bearing of S 30°19'21" W, 60.10 feet;

Thence S 22°49'34" W, 217.66 feet;

Thence S 81°40'38" W, 12.15 feet;

Thence N 64°29'16" W, 211.18 feet;

Thence N 30°06'26" E, 206.22 feet;

Thence N 60°39'26" W, 15.37 feet;

Thence N 21°01'33" E, 56.05 feet;

Thence N 39°14'39" W, 345.36 feet;

Thence N 42°56'50" E, 423.30 feet;

Thence S 83°30'42" E, 180.69 feet to the Point of Beginning containing 344,064 square feet (7.899 acres) of land more or less and subject to easements and restrictions of record.

10j



**Public Safety Committee and Special Executive Committee**

**No. 10k -- RESOLUTION REGARDING RECLASSIFICATION OF A CUSTOMER SERVICE CLERK POSITION IN THE CLERK OF COURTS TABLE OF ORGANIZATION.**

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**WHEREAS**, the Brown County Clerk of Courts currently has a vacant Customer Services Clerk position ("Position"); and

**WHEREAS**, the Clerk of Courts Department ("Department") has requested to reclassify the Position to a Deputy Clerk of Courts I position to enable this position to be a floater and cover Clerk of Court duties when absences occur; and

**WHEREAS**, the Department has determined that one (1) billable hour per week will offset increased position costs due to reimbursement from the State of Wisconsin Interpreting Program for interpretation services; and

**WHEREAS**, the Human Resources Department, in conjunction with the Clerk of Courts Department, recommends the reclassification of the 1.00 FTE Customer Service Clerk position in Pay Grade 17 to the 1.00 FTE Deputy Clerk of Courts I position in Pay Grade 14 of the Classification and Compensation Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the Brown County Board of Supervisors, that the reclassification of 1.00 FTE Customer Service Clerk position in Pay Grade 17 in the Clerk of Courts table of organization to 1.00 FTE Deputy Clerk of Courts I position in Pay Grade 14 of the Classification and Compensation Plan is hereby approved.

Budget Impact:  
Clerk of Courts

<b>Partial Year Budget Impact</b>	<b>FTE</b>	<b>Addition/ Deletion</b>	<b>Salary</b>	<b>Fringe</b>	<b>Total</b>
Customer Service Clerk Position # 104.070.012 PG 17 (1,950 hours)	(1.00)	Deletion	(\$14,702)	(\$6,401)	(\$21,103)
Deputy Clerk of Courts I Position # 104.070.012 PG 14 (1,950 hours)	1.00	Addition	\$15,238	\$6,482	\$21,720
<b>Partial Year Budget Impact</b>					<b>\$ 617.00</b>

<b>Annualized Budget Impact</b>	<b>FTE</b>	<b>Addition/ Deletion</b>	<b>Salary</b>	<b>Fringe</b>	<b>Total</b>
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Customer Service Clerk Position # 104.070.012 PG 17 (1,950 hours)	(1.00)	Deletion	(34,749)	(\$15,130)	(\$49,879)
Deputy Clerk of Courts I Position # 104.070.012 PG 14 (1,950 hours)	1.00	Addition	\$36,017	\$15,321	\$51,338
<b>Annualized Budget Impact</b>					<b>\$1,459.00</b>

Respectfully submitted,

PUBLIC SAFETY COMMITTEE  
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 07/23/2018

Authored by Human Resources  
Approved by Corporation Counsel

*Fiscal Note: This resolution does not require an appropriation from the General Fund. The increased expenses will be offset by increased revenue from the State of Wisconsin Interpreting Program reimbursement.*

A motion was made by Vice Chair Lund and seconded by Supervisor Buckley **“to adopt.”** Voice vote taken. Motion carried unanimously with no abstentions.

## **ATTACHMENTS TO RESOLUTION #10K**

### **ON THE FOLLOWING PAGES**



## REQUEST FOR TABLE OF ORGANIZATION CHANGE RESOLUTION

    Clerk of Courts                          DEPARTMENT

Deadlines for resolution submission:

<b>Human Resources Deadlines:</b> Four (4) weeks prior to the parent committee meeting	Request for Resolution Form and current Position Description are due to the department's Human Resources Analyst for review and recommendation.
Three (3) weeks prior to the parent committee meeting	Request for Resolution Form is reviewed and signed by the Human Resources Director, Director of Administration and County Executive. Resolution and Submission Form are drafted by HR and reviewed by the department head.
<b>Administration Deadline:</b> On Tuesday, two (2) weeks prior to the parent committee meeting (Per Administrative Policy A-13)	Resolution, Submission Form and Position Description are due to the Director of Administration for review and fiscal note and then are sent to Corporation Counsel for review.
<b>County Board Deadline:</b> On Tuesday, one (1) week prior to the parent committee meeting by 4:00 p.m. (Per County Code Chapter 2.13(4)(b))	Corporation Counsel sends the Resolution, Submission Form and Position Description to the County Board office for the committee agenda.

**DATE:** May 1, 2018  
**REQUEST TO:** Public Safety Committee and Executive Committee  
**MEETING DATE:** Unknown (currently scheduled on a holiday, 07-04-2018) and 07-09-2018  
**REQUEST FROM:** John A. Vander Leest  
 Brown County Clerk of Courts

Please select what describes the change(s) you are requesting to your table of organization:

Requesting to Delete Position(s)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Requesting to Create New Position(s)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Requesting to Reclassify Current Position(s)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is this change for the budget process?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**ISSUE/BACKGROUND INFORMATION:**

The front counter workload has shifted with e-filing starting in October 2017. There is a vacancy in the Customer Service Clerk position. Instead of filling the position as is, I would like to fill the position as a Deputy Clerk I to create a floater position in the office to help where needed. This floater position would spend some time at the front counter, learn how to process e-filing documents and Clerk in Court (take minutes of court proceedings). This is an opportunity to create a position to help with urgent day to day items as vacations and illnesses occur. There was a floater position within the Clerk of Courts office more than a decade ago. I do think it will be a positive to have this new position and assign them duties depending on the workload. We would also have this individual be bilingual to cover the gaps with International Translators.

**ACTION REQUESTED:**

Delete a Customer Service Clerk and create a new Deputy Clerk I.

10K

**Current Position Information:**

Job Title:	Customer Service Clerk
Position #:	104.070.012
Worksite:	Courthouse
Managing Position #:	
Does this position manage other positions?	No
Hourly Rate:	17.82
Annual Hours:	1950
FTE:	1
Pay Grade:	17
Exempt/Non-Exempt:	Non-exempt
GL Account #:	100.012.001

**Proposed Position Information:**

Job Title:	Deputy Clerk of Courts I
Position #:	104.070.012
Worksite:	Courthouse
Managing Position #:	
Does this position manage other positions?	No
Hourly Rate:	18.47
Annual Hours:	1950
FTE:	1
Pay Grade:	14
Exempt/Non-Exempt:	Non-exempt
GL Account #:	100.012.001

Is this position grant funded? ☐ Yes ☒ No (If yes, attach a copy of the grant.)  
 Are benefits covered by the grant? ☐ Yes ☒ No

Are the duties of this position mandated? ☒ Yes ☐ No

1. What caused the increase in duties to justify adding this position?

This is not an increase in duties but aligning a new position to better fit the needs of the Clerk of Courts office. Since e-filing started in October 2017, we have noticed a decrease in the amount of walk in traffic at the front counter. I would like to convert the vacant customer service clerk to a Deputy Clerk I to better meet the workload and needs of the department. The employee would still assist at the front counter but would be a floater Deputy Clerk position. They would learn to process the e-filing queue, clerk in Court and learn the various case types. If another employee needs help and is very busy, the floater would be assigned to help them.

2. Are duties currently being done? Explain why current staff is unable to absorb the duties.

Yes. We have been short when call ins occur due to sickness and planned vacations. This has caused the Chief Deputy (Julie Homburg) to clerk in court instead of completing supervisor duties. She has made it work OK however as a manager I do think she needs to be in Court less so she can complete her duties in a timely manner and provide oversight over the operations of the department.

3. List alternative methods for accomplishing this work or methods for doing this work without existing or additional staff.

We could fill the Customer Service Clerk as is. However they would not be able to Clerk in court without the Deputy Clerk designation. I have to appoint Deputy Clerk I within the office and have the Judges sign the appointment to clerk in court under State law.

4. What service(s) would be reduced or eliminated if position is not created?

If this request is not approved, it will continue to require my chief deputy to clerk in Court on a regular basis. This is not helpful to maintain the operations of the office and to ensure proper supervisory of 28-30 employees. Supervisors clerking in court should be the exception, only for emergencies.

10K

5. Please list the qualifications or combined education and experience for an individual filling this position.

The ideal candidate would have customer service experience and court/legal experience so they can hit the ground running. This person would be kept busy and help in the office where he/she is directed.

We would also have this person be bilingual in order to get reimbursement from the state.

6. MUST INCLUDE CURRENT JOB DESCRIPTION WITH THIS REQUEST  
On File. Will attach

**FISCAL IMPACT:**

**NOTE:** The fiscal impact portion is initially completed by the requestor, but verified by HR and Administration and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
- a. If yes, what is the estimated amount of the impact?
- b. If part of a bigger project, what is the total amount of the project?
- c. Is it currently budgeted? ☐ Yes ☒ No
1. If yes, in which account #?
2. If no, how will the impact be funded? The Clerk of Courts receives reimbursement from the State of WI Interpreting Program for interpretation services. With a minimum of 1 hour per week, we would be able to offset the cost of this position.

Partial Year- Budget Impact	FTE	Addition/ Deletion	Salary	Fringe	Total
<b>Customer Service Clerk @ \$17.82/hr</b> <b>Position # 104.070.012</b>	1.0	<b>Deletion</b>	<b>(\$14,702)</b>	<b>(\$6,401)</b>	<b>(\$21,103)</b>
<b>Deputy Clerk of Courts @ \$18.47/hr</b> <b>Position # 104.070.012</b>	1.0	<b>Addition</b>	<b>\$15,238</b>	<b>\$6,482</b>	<b>\$21,720</b>
<b>Reimbursement from State of WI</b>					<b>\$617</b>
<b>Annualized Budget Impact</b>					<b>\$0.00</b>

Annualized Budget Impact	FTE	Addition/ Deletion	Salary	Fringe	Total
<b>Customer Service Clerk @ \$17.82/hr</b> <b>Position # 104.070.012</b>	1.0	<b>Deletion</b>	<b>(\$34,749)</b>	<b>(\$15,130)</b>	<b>(\$49,879)</b>
<b>Deputy Clerk of Courts @ \$18.47/hr</b> <b>Position # 104.070.012</b>	1.0	<b>Addition</b>	<b>\$36,017</b>	<b>\$15,321</b>	<b>\$51,338</b>
<b>Reimbursement from State of WI</b>					<b>\$1,459</b>
<b>Annualized Budget Impact</b>					<b>\$0.00</b>

10 k

No. 11 -- **CLOSED SESSION - None.**

No. 12 -- **SUCH OTHER MATTERS AS AUTHORIZED BY LAW.**

No. 12a -- **FROM SUPERVISOR ERICKSON: HAVE THE PARKS DEPARTMENT LOOK INTO PURCHASING THE OLD EAGLE'S NEST TO ADD A MUCH NEEDED SAFE HARBOR AND BOAT LAUNCH.**

Referred to Education and Recreation Committee.

No. 12b -- **FROM SUPERVISOR LINSSSEN: REVIEW ACCESS OF COUNTY EMAIL ACCESS FROM EXTERNAL APPLICATIONS.**

Referred to Administration Committee.

No. 13 -- **BILLS OVER \$5,000 FOR PERIOD ENDING JUNE 30, 2018.**

A motion was made by Supervisor Kneiszel and seconded by Supervisor Lefebvre **"to pay the bills for the period ending June 30, 2018."** Voice vote taken. Motion carried unanimously.

No. 14 -- **CLOSING ROLL CALL**

Present: Sieber, De Wane, Nicholson, Hoyer, Gruszynski, Lefebvre, Erickson, Borchardt, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Deslauriers, Tran, Moynihan, Suennen, Schadewald, Lund, Becker

Total Present: 26

No. 15 -- **ADJOURNMENT TO WEDNESDAY, AUGUST 15, 2018 AT 7:00 P.M., LEGISLATIVE ROOM 203, 100 N. JEFFERSON ST., GREEN BAY, WISCONSIN.**

A motion was made by Supervisor Hoyer and seconded by Supervisor Borchardt **"to adjourn to the above date and time."** Voice vote taken. Motion carried unanimously.

Meeting Adjourned at 12:47 AM

/s/ Justin W. Schmit  
JUSTIN W. SCHMIT  
Brown County Chief Deputy Clerk